



## College Station, TX

### Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840  
Internet: <https://zoom.us/j/96728393278>  
Phone: 888 475 4499 and Meeting ID: 967 2839 3278

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March 10, 2022

4:00 PM

City Hall Council Chambers

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**Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.**

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 5:00 PM.**

#### Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

#### Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

#### Legal Advice

- a. Legal advice related to elected officials and public speech.
- b. Legal advice regarding streaming services and video service provider fees.

#### Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Secretary
- b. Council Self Evaluation

3. **Reconvene from Executive Session and Take Action, if Any.**

#### 4. Pledge of Allegiance, Invocation, and Consider Absence Request.

##### Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the three (3) minute mark the City Secretary will announce that the speaker must conclude their remarks.

#### 5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

#### 6. Workshop Items.

- 6.1. Presentation, discussion, and possible action on the use of QR codes for informational purposes in College Station.

Sponsors: Steve Wright

Attachments: None

- 6.2. Presentation, discussion, and possible action regarding the annual traffic contact report required by Senate Bill 1074 of the Texas 77th legislative session.

Sponsors: Billy Couch

Attachments: 1. College Station Racial Profiling Report 2020  
2. College Station 2021 Racial Profiling Report-Final 2

- 6.3. Presentation, discussion, and possible action on the naming of City facilities and symbols.

Sponsors: Jeff Capps

Attachments: 1. City of College Station Naming of City Facilities and Sub-Facilities Policy

#### 7. Consent Items.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

- 7.1. Presentation, discussion, and possible action of minutes for:

- February 24, 2022 Council Meeting

Sponsors: Tanya Smith



- Attachments: 1. CCM022422 DRAFT Minutes
- 7.2. Presentation, discussion, and possible action regarding the second renewal of an Annual Price Agreement, through a contract with Titan Utility Services, for the dielectric testing of electric utility vehicles, tools, and personal protective equipment (PPE). The total recommended award is for an amount not to exceed \$132,052.
- Sponsors: Timothy Crabb
- Attachments: 1. 20300252R2 Titan Renewal Letter
- 7.3. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Bullseye Site Services, LLC for the collection of recyclables from commercial businesses and multi-family locations.
- Sponsors: Emily Fisher
- Attachments: 1. Bullseye Site Services LLC - Recyclables Franchise Agreement
- 7.4. Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$2,861,538 for the Carters Creek Wastewater Treatment Plant Lift Station and Force Main - Gravity Portion project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.
- Sponsors: Emily Fisher
- Attachments: 1. Carter Creek Gravity Main- Location Map  
2. Carter Creek Gravity Main Bid Tab  
3. WW2200 DRR (bond counsel signed)
- 7.5. Presentation, discussion, and possible action on a contract for crossing guard services with All City Management Services, Inc, in an amount not to exceed \$108,356.
- Sponsors: Billy Couch
- Attachments: 1. 22300275 - JU (CC 03.10.22)
- 7.6. Presentation, discussion, and possible action on a five-year plotter and copier lease agreement with Ubeo, LLC for \$105,823.20.
- Sponsors: Sam Rivera
- Attachments: 1. 22300146 UBEO Rentals Packet 021022
- 7.7. Presentation, discussion, and possible action regarding approval of annual price agreements with C.C. Creations for \$75,000 and M&M Apparel for \$50,000 totaling an estimated annual not-to-exceed amount of \$125,000.
- Sponsors: Michael DeHaven
- Attachments: 1. 22-036 Vendor Unit Pricing Awards
- 7.8. Presentation, discussion, and possible action regarding the appointment of Planning & Zoning Commission representatives to the BioCorridor Board.
- Sponsors: Tanya Smith
- Attachments: 1. Article 4 BioCorridor Board
- 7.9. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.
- Sponsors: Bryan Woods
- Attachments: 1. March 10 Disaster Declaration Renewal Ordinance

## 8. Regular Items.

- 8.1. Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 0.0604 acre portion of two 10-foot Public Utility Easements, said portion is centered along the shared property lines of 1531 & 1533 Pine Ridge Drive in the Parkway Plaza subdivision Phases 4 & 5, according to the plats recorded in Volume 372, Page 751 & Volume 373, Page 749, of the Deed Records of Brazos County, Texas.

Sponsors: Parker Mathews

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

- 8.2. Public Hearing, presentation, discussion, and possible action on Budget Amendment 2 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$6,943,000.

Sponsors: Michael DeHaven

Attachments:

1. FY22 Budget Amendment #2 Ordinance
2. FY22 BA#2 Detail Listing

## **9. Council Calendar - Council May Discuss Upcoming Events.**

## **10. Items of Community Interest.**

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

## **11. Council Reports on Committees, Boards, and Commissions.**

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

## **12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.**

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

## **13. Adjourn.**

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 4, 2022 at 5:00 p.m.



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City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email [adaassistance@cstx.gov](mailto:adaassistance@cstx.gov) at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

**Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.**

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

**Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.**

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

**March 10, 2022**

**Item No. 6.1.**

**Presentation, discussion, and possible action on the use of QR codes for historical purposes in College Station.**

**Sponsor:** Steve Wright

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the use of QR codes for informational purposes in College Station.

**Relationship to Strategic Goals:**

Sustainable City

Good Governance

**Recommendation(s):** Staff recommends council give directions on proceeding with the proposed project.

**Summary:** Parks and Recreation currently uses QR codes at several parks to inform citizens about the park amenities, maps of the park, and the park's history. This presentation will propose using the QR technology currently used in some of the parks, and also be used to tell the history of historic sites, properties and locations around the city. This is an interactive way to engage citizens in learning more about the history of our city.

**Budget & Financial Summary:** The City's Information Technology Department has produced the QR codes being used in several parks. Though there are several companies that could do this work, it could be done by staff in Information Technology with assistance from the Historic Preservation Committee, to help reduce costs.

**Attachments:**

None

**March 10, 2022**

**Item No. 6.2.**

**2021 College Station Police Department Annual Racial Profiling Report**

**Sponsor:** Billy Couch

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the annual traffic contact report required by Senate Bill 1074 of the Texas 77th legislative session.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** This item is presented according to statutory requirements. Staff requests Council's acceptance of this report.

**Summary:** Each year, in an effort to remain transparent to our community, the police department employs an independent consultant to analyze traffic contact data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies.

Since January 1, 2002, the College Station Police Department, in accordance with Texas Racial Profiling Law (SB No. 1074), has been required to implement and mandate policy and procedures to satisfy the requirements of the law. This report indicates that we are in compliance with the law.

**Budget & Financial Summary:** N/A

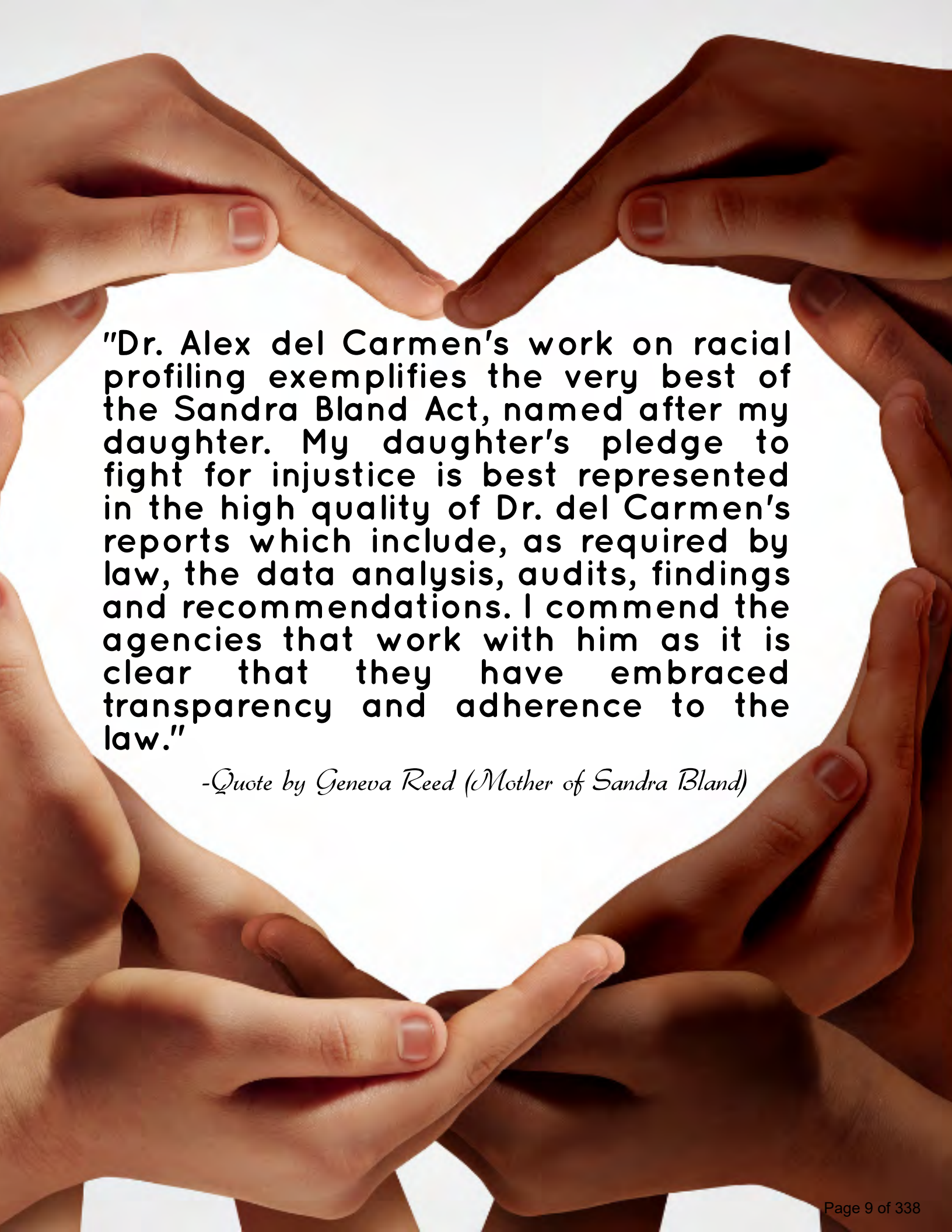
**Attachments:**

1. College Station Racial Profiling Report 2020
2. College Station 2021 Racial Profiling Report-Final 2



**College Station POLICE DEPARTMENT**  
**2020**  
**RACIAL PROFILING REPORT**  
**SANDRA BLAND ACT**





"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

*-Quote by Geneva Reed (Mother of Sandra Bland)*





February 11, 2021  
College Station City Council  
2611 Texas Avenue  
College Station, Texas 77840

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the College Station Police Department, in accordance with the law, has collected and reported motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the College Station Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the College Station Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. Further, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling as well as the Sandra Bland Act. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the College Station Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report includes statistical data relevant to contacts, made during the course of motor vehicle stops and in accordance with the law, between 1/1/20 and 12/31/20. In addition, this section contains the TCOLE Tier 2 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the College Station Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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# *Responding to the Law*



# *Public Education on Filing Compliments and Complaints*

## **Informing the Public on the Process of Filing a Compliment or Complaint with the College Station Police Department**

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the College Station Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a College Station Police officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All College Station Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the College Station Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of College Station has been included in this report.

It is important to recognize that the Chief of the College Station Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the College Station Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



# *Racial Profiling*

## *Course Number 3256*

### *Texas Commission on Law Enforcement*

*September 2001*

## **Racial Profiling 3256**

### **Instructor's Note:**

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

### **Abstract**

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

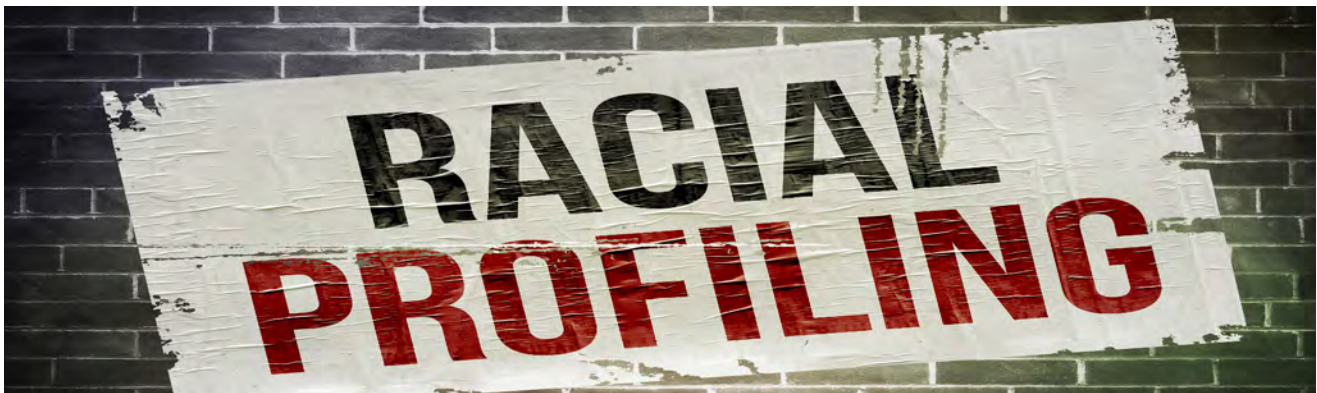
**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

### **Evaluation Process and Procedures**

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

### **Reference Materials**

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.





## **Racial Profiling 3256**

### **1.0 RACIAL PROFILING AND THE LAW**

**1.1 UNIT GOAL:** The student will be able to identify the legal aspects of racial profiling.

**1.1.1 LEARNING OBJECTIVE:** The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

#### **Racial Profiling Requirements:**

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### **A. Written departmental policies**

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### **B. Not prima facie evidence**

#### **C. Feasibility of use of video equipment**

#### **D. Data does not identify officer**

#### **E. Copy of complaint-related video evidence to officer in question**

#### **F. Vehicle stop report**

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### **G. Compilation and analysis of data**

#### **H. Exemption from reporting – audio/video equipment**

#### **I. Officer non-liability**

#### **J. Funding**

#### **K. Required training in racial profiling**

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



# ***Racial Profiling***

## ***Course Number 3256***

### ***Texas Commission on Law Enforcement***

***September 2001***

**1.1.2 LEARNING OBJECTIVE:** The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



## 2.0 RACIAL PROFILING AND THE COMMUNITY

**2.1 UNIT GOAL:** The student will be able to identify logical and social arguments against racial profiling.

**2.1.1 LEARNING OBJECTIVE:** The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





# *Racial Profiling*

## *Course Number 3256*

### *Texas Commission on Law Enforcement*

*September 2001*

### **3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION**

**3.1 UNIT GOAL:** The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

**3.1.1 LEARNING OBJECTIVE:** The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>



# *Report on Compliments and Racial Profiling Complaints*



## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/20 - 12/31/20, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the College Station Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/20 - 12/31/20.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

| Complaint Number | Alleged Violation | Disposition of the Case |
|------------------|-------------------|-------------------------|
|                  |                   |                         |
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### **Additional Comments:**

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# ***Tables Illustrating Motor Vehicle-Related Contacts***



# ***Tier 2 Data***





# TIER 2 DATA

## TOTAL STOPS: 18,969

### STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

|                  |        |
|------------------|--------|
| City Street      | 17,525 |
| US Highway       | 0      |
| County Road      | 0      |
| State Highway    | 1,351  |
| Private Property | 93     |

### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

|     |        |
|-----|--------|
| Yes | 767    |
| No  | 18,202 |

### RACE OR ETHNICITY

|                               |        |
|-------------------------------|--------|
| Alaska Native/American Indian | 779    |
| Asian/Pacific Islander        | 155    |
| Black                         | 3,419  |
| White                         | 11,938 |
| Hispanic/Latino               | 2,678  |

### GENDER

#### Female Total: 7,966

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 263   |
| Asian/Pacific Islander        | 42    |
| Black                         | 1,402 |
| White                         | 5,272 |
| Hispanic/Latino               | 987   |

## Male Total: 11,003

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 516   |
| Asian/Pacific Islander        | 113   |
| Black                         | 2,017 |
| White                         | 6,666 |
| Hispanic/Latino               | 1,691 |

### REASON FOR STOP?

#### Violation of Law Total: 466

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 10  |
| Asian/Pacific Islander        | 2   |
| Black                         | 109 |
| White                         | 266 |
| Hispanic/Latino               | 79  |

#### Pre-existing Knowledge Total: 110

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 1  |
| Asian/Pacific Islander        | 1  |
| Black                         | 25 |
| White                         | 61 |
| Hispanic/Latino               | 22 |

#### Moving Traffic Violation Total: 15,616

|                               |        |
|-------------------------------|--------|
| Alaska Native/American Indian | 674    |
| Asian/Pacific Islander        | 118    |
| Black                         | 2,611  |
| White                         | 10,013 |
| Hispanic/Latino               | 2,200  |

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA continued

### Vehicle Traffic Violation Total: 2,777

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 94    |
| Asian/Pacific Islander        | 34    |
| Black                         | 674   |
| White                         | 1,598 |
| Hispanic/Latino               | 377   |

### Contraband (in plain view) Total: 8

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 5 |
| Hispanic/Latino               | 3 |

### WAS SEARCH CONDUCTED?

|                               | YES        | NO            |
|-------------------------------|------------|---------------|
| Alaska Native/American Indian | 1          | 778           |
| Asian/Pacific Islander        | 2          | 153           |
| Black                         | 252        | 3,167         |
| White                         | 225        | 11,713        |
| Hispanic/Latino               | 86         | 2,592         |
|                               |            |               |
| <b>TOTAL</b>                  | <b>566</b> | <b>18,403</b> |

### Probable Cause Total: 351

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 2   |
| Black                         | 186 |
| White                         | 107 |
| Hispanic/Latino               | 56  |

### Inventory Total: 9

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 1 |
| White                         | 8 |
| Hispanic/Latino               | 0 |

### REASON FOR SEARCH?

#### Consent Total: 182

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 1  |
| Asian/Pacific Islander        | 0  |
| Black                         | 59 |
| White                         | 99 |
| Hispanic/Latino               | 23 |

### Incident to arrest Total: 16

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 6 |
| White                         | 6 |
| Hispanic/Latino               | 4 |

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA continued

### WAS CONTRABAND DISCOVERED?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 0          | 1          |
| Asian/Pacific Islander        | 2          | 0          |
| Black                         | 144        | 108        |
| White                         | 116        | 109        |
| Hispanic/Latino               | 49         | 37         |
|                               |            |            |
| <b>TOTAL</b>                  | <b>311</b> | <b>255</b> |

Did the finding result in arrest (total should equal previous column)?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 0          | 0          |
| Asian/Pacific Islander        | 0          | 2          |
| Black                         | 61         | 83         |
| White                         | 39         | 77         |
| Hispanic/Latino               | 16         | 33         |
|                               |            |            |
| <b>TOTAL</b>                  | <b>116</b> | <b>195</b> |

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 192

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 2   |
| Black                         | 112 |
| White                         | 50  |
| Hispanic/Latino               | 28  |

#### Weapons Total: 2

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 1 |
| White                         | 1 |
| Hispanic/Latino               | 0 |

#### Currency Total: 0

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

#### Alcohol Total: 40

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 9  |
| White                         | 17 |
| Hispanic/Latino               | 14 |

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA continued

### Stolen Property Total: 2

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 1 |
| Hispanic/Latino               | 1 |

### Other Total: 75

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 22 |
| White                         | 47 |
| Hispanic/Latino               | 6  |

### RESULT OF THE STOP

#### Verbal Warning Total: 0

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

#### Written Warning Total: 12,372

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 113   |
| Asian/Pacific Islander        | 483   |
| Black                         | 2,288 |
| White                         | 7,925 |
| Hispanic/Latino               | 1,563 |

### Citation Total: 6,264

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 42    |
| Asian/Pacific Islander        | 296   |
| Black                         | 986   |
| White                         | 3,877 |
| Hispanic/Latino               | 1,063 |

### Written Warning and Arrest Total: 272

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 0   |
| Black                         | 117 |
| White                         | 111 |
| Hispanic/Latino               | 44  |

### Citation and Arrest Total: 61

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 28 |
| White                         | 25 |
| Hispanic/Latino               | 8  |

### Arrest Total: 0

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA continued

### ARREST BASED ON

**Violation of Penal Code Total: 232**

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 0   |
| Black                         | 87  |
| White                         | 111 |
| Hispanic/Latino               | 34  |

**Violation of Traffic Law Total: 5**

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 3 |
| White                         | 2 |
| Hispanic/Latino               | 0 |

**Violation of City Ordinance Total: 0**

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

**Outstanding Warrant Total: 96**

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 55 |
| White                         | 23 |
| Hispanic/Latino               | 18 |

### WAS PHYSICAL FORCE RESULTING IN BODILY INJURY USED DURING STOP?

**Yes Total: 0**

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

**No Total: 18,969**

|                               |        |
|-------------------------------|--------|
| Alaska Native/American Indian | 779    |
| Asian/Pacific Islander        | 155    |
| Black                         | 3,419  |
| White                         | 11,938 |
| Hispanic/Latino               | 2,678  |

### NUMBER OF COMPLAINTS OF RACIAL PROFILING

|                                       |   |
|---------------------------------------|---|
| Total                                 | 0 |
| Resulted in disciplinary action       | 0 |
| Did not result in disciplinary action | 0 |





REGULATIONS

COMPLIANCE

POLICIES



DEL CARMEN  
Consulting, LLC.  
LAW ENFORCEMENT EXPERTS



**Table 1. Motor Vehicle Contacts Including Tickets, Citations and Warnings. (1/1/20-12/31/20)**

| <b>Race/Ethnicity</b>                   | <b>All Motor Vehicle Contacts</b> |          | <b>Tickets or Citations*</b> |          | <b>Verbal Warnings</b> |          | <b>Written Warnings</b> |          |
|-----------------------------------------|-----------------------------------|----------|------------------------------|----------|------------------------|----------|-------------------------|----------|
|                                         |                                   |          |                              |          |                        |          |                         |          |
|                                         | <b>N</b>                          | <b>%</b> | <b>N</b>                     | <b>%</b> | <b>N</b>               | <b>%</b> | <b>N</b>                | <b>%</b> |
| <b>Alaska Native or American Indian</b> | 779                               | 4        | 42                           | 1        | 0                      | 0        | 113                     | 1        |
| <b>Asian or Pacific Islander</b>        | 155                               | 1        | 296                          | 5        | 0                      | 0        | 483                     | 4        |
| <b>Black</b>                            | 3,419                             | 18       | 1,014                        | 16       | 0                      | 0        | 2,405                   | 19       |
| <b>White</b>                            | 11,938                            | 63       | 3,902                        | 62       | 0                      | 0        | 8,036                   | 64       |
| <b>Hispanic or Latino</b>               | 2,678                             | 14       | 1,071                        | 17       | 0                      | 0        | 1,607                   | 13       |
|                                         |                                   |          |                              |          |                        |          |                         |          |
| <b>TOTAL</b>                            | 18,969                            | 100      | 6,325                        | 100      | 0                      | 0        | 12,644                  | 100      |

\*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings

"N" represents "number" of all motor vehicle-related contacts

\*\* Race/Ethnicity is defined by HB 3051



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access (in percentages). (1/1/2020 -12/31/20)

| <b>Race/Ethnicity*</b>                  | <b>Contacts<br/>(in percentages)</b> | <b>Households With<br/>Vehicle Access<br/>(in percentages)</b> |
|-----------------------------------------|--------------------------------------|----------------------------------------------------------------|
|                                         |                                      |                                                                |
| <b>Alaska Native or American Indian</b> | 4                                    | 0                                                              |
| <b>Asian or Pacific Islander</b>        | 1                                    | 9                                                              |
| <b>Black</b>                            | 18                                   | 5                                                              |
| <b>White</b>                            | 63                                   | 74                                                             |
| <b>Hispanic or Latino</b>               | 14                                   | 10                                                             |
|                                         |                                      |                                                                |
| <b>TOTAL</b>                            | 100                                  | 100                                                            |

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051

**Table 3. Motor Vehicle Searches and Arrests. (1/1/20-12/31/20)**

| <b>Race/Ethnicity</b>                   | <b>Searches</b> |          | <b>Consensual Searches</b> |          | <b>Custody Arrests</b> |          |
|-----------------------------------------|-----------------|----------|----------------------------|----------|------------------------|----------|
|                                         |                 |          |                            |          |                        |          |
|                                         | <b>N</b>        | <b>%</b> | <b>N</b>                   | <b>%</b> | <b>N</b>               | <b>%</b> |
| <b>Alaska Native or American Indian</b> | 1               | 0        | 1                          | 1        | 0                      | 0        |
| <b>Asian or Pacific Islander</b>        | 2               | 0        | 0                          | 0        | 0                      | 0        |
| <b>Black</b>                            | 252             | 45       | 59                         | 32       | 145                    | 44       |
| <b>White</b>                            | 225             | 40       | 99                         | 54       | 136                    | 41       |
| <b>Hispanic or Latino</b>               | 86              | 15       | 23                         | 13       | 52                     | 16       |
|                                         |                 |          |                            |          |                        |          |
| <b>TOTAL</b>                            | 566             | 100      | 182                        | 100      | 333                    | 100      |

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051



**Table 4. Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury**  
(1/1/20-12/31/20)

| Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury | Location of Stop | Reason for Stop |
|-----------------------------------------------------------------------------------|------------------|-----------------|
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |
|                                                                                   |                  |                 |





**Table 5. Search Data** (1/1/20-12/31/20)

| <b>Race/Ethnicity</b>                       | <b>Searches</b> |          | <b>Contraband/<br/>Evidence<br/>Found</b> |          | <b>Contraband/<br/>Evidence<br/>Not Found</b> |          | <b>Arrests</b> |          |
|---------------------------------------------|-----------------|----------|-------------------------------------------|----------|-----------------------------------------------|----------|----------------|----------|
|                                             | <b>N</b>        | <b>%</b> | <b>N</b>                                  | <b>%</b> | <b>N</b>                                      | <b>%</b> | <b>N</b>       | <b>%</b> |
| <b>Alaska Native or<br/>American Indian</b> | 1               | 0        | 0                                         | 0        | 1                                             | 0        | 0              | 0        |
| <b>Asian or Pacific Islander</b>            | 2               | 0        | 2                                         | 1        | 0                                             | 0        | 0              | 0        |
| <b>Black</b>                                | 252             | 45       | 144                                       | 46       | 108                                           | 42       | 145            | 44       |
| <b>White</b>                                | 225             | 40       | 116                                       | 37       | 109                                           | 43       | 136            | 41       |
| <b>Hispanic or Latino</b>                   | 86              | 15       | 49                                        | 16       | 37                                            | 15       | 52             | 16       |
|                                             |                 |          |                                           |          |                                               |          |                |          |
| <b>TOTAL</b>                                | 566             | 100      | 311                                       | 100      | 255                                           | 100      | 333            | 100      |

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051



**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/20-12/31/20.

**Data Audits on Racial Profiling Data**

| <b>Number of Data Audits Completed</b> | <b>Date of Completion</b> | <b>Outcome of Audit</b>              |
|----------------------------------------|---------------------------|--------------------------------------|
| 1                                      | January 20, 2020          | Data reviewed is valid and reliable. |
| 2                                      | April 20, 2020            | Data reviewed is valid and reliable. |
| 3                                      | August 20, 2020           | Data reviewed is valid and reliable. |
| 4                                      | December 20, 2020         | Data reviewed is valid and reliable. |
|                                        |                           |                                      |
|                                        |                           |                                      |
|                                        |                           |                                      |
|                                        |                           |                                      |
|                                        |                           |                                      |
|                                        |                           |                                      |

|                             |
|-----------------------------|
| <b>Additional Comments:</b> |
|                             |
|                             |
|                             |
|                             |
|                             |
|                             |
|                             |
|                             |

**Table 7. Instances Where Use of Force Was Used Which Caused Bodily Injury During a Motor Vehicle Contact. (1/1/20-12/31/20)**

| Race/Ethnicity                   | Use of Force Causing Bodily Injury |     |
|----------------------------------|------------------------------------|-----|
|                                  | N                                  | %   |
| Alaska Native or American Indian | 0                                  | 0   |
| Asian or Pacific Islander        | 0                                  | 0   |
| Black                            | 0                                  | 0   |
| White                            | 0                                  | 0   |
| Hispanic or Latino               | 0                                  | 0   |
| <b>TOTAL</b>                     | 0                                  | 100 |

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051

**Table 8. Reason for Arrests Resulting From a Motor Vehicle Contact. (1/1/20-12/31/20)**

| Race/Ethnicity                   | Violation of Penal Code |     | Traffic Law |     | City Ordinance |   | Outstanding Warrant |     |
|----------------------------------|-------------------------|-----|-------------|-----|----------------|---|---------------------|-----|
|                                  | N                       | %   | N           | %   | N              | % | N                   | %   |
| Alaska Native or American Indian | 0                       | 0   | 0           | 0   | 0              | 0 | 0                   | 0   |
| Asian or Pacific Islander        | 0                       | 0   | 0           | 0   | 0              | 0 | 0                   | 0   |
| Black                            | 87                      | 38  | 3           | 60  | 0              | 0 | 55                  | 57  |
| White                            | 111                     | 48  | 2           | 40  | 0              | 0 | 23                  | 24  |
| Hispanic or Latino               | 34                      | 15  | 0           | 0   | 0              | 0 | 18                  | 19  |
| <b>TOTAL</b>                     | 232                     | 100 | 5           | 100 | 0              | 0 | 96                  | 100 |

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051



*Analysis and  
Interpretation of Data*



## *Analysis and Interpretation of Data*

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it was required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on

January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the College Station Police Department commissioned the analysis of its 2020 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2020 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury. It is important to recognize that the department opted to report its data in a more detailed manner (new template) which allows for a better and more reliable analysis.

It should be noted that the additional data analysis performed was based on a comparison of the 2020 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the College Station Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households. It is anticipated that next year, when the 2020 Census findings are available, this information will be updated, accordingly.

There is no question that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the College Station Police Department in 2020 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the College Station Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to College Station.

### **Tier 2 (2020) Motor Vehicle-Related Contact Analysis**

When analyzing the enhanced and more detailed Tier 2 data collected in 2020, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Blacks and Hispanics. Of those that came in contact with the police, most tickets or citations were issued to Whites; this was followed by Hispanics. However, in terms of written warnings, most of these were issued to Whites; followed by Blacks.

Regarding searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Whites while most custody arrests were of Blacks. Overall, most searches resulted in contraband; of these, most searches producing contraband took place among Blacks; this was followed by Whites. Of the searches that did not produce contraband, most were of Whites. Most arrests were made on Blacks; this was followed by Whites. Most of the arrests that originated from a violation of the penal code involved Whites.

### **Comparative Analysis**

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in College Station who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites and Asians that came in contact with the police was lower than the percentage of White and Asian households in College Station that claimed, in the 2010 census, to have access to vehicles. The opposite was

true of Blacks, Hispanics and American Indians. That is, a higher percentage of Blacks, Hispanics and American Indians came in contact with the police than the percentage of Black, Hispanic and American Indian households in College Station that claimed, in the 2010 census, to have access to vehicles.

The analysis of the searches performed shows that most of the searches produced contraband. This is above national law enforcement trends. In addition, of those searches that produced contraband, the majority of them involved Black contacts.

### **Summary of Findings**

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the College Station Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audits performed have shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the College Station Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the College Station Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2021 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the College Station Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling is not tolerated.







# Checklist

The following requirements were met by the College Station Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the College Station Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2021.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.





# *Legislative & Administrative Addendum*

# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”



The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

## Commentary

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the



policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House



I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

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Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

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Chief Clerk of the House

Approved:

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Date

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Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based



data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor

# **The Sandra Bland Act**

## **(S.B. 1849)**

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

### ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

### ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision



(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
  - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
  - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
  - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
  - (6) provide to local government officials consultation on and technical assistance for county jails;
  - (7) review and comment on plans for the construction and major modification or renovation of county jails;
  - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
  - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
  - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
  - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
  - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
  - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
  - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
  - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
  - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
    - (A) common issues concerning jail administration;
    - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read



as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and  
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;  
(2) an attempted suicide;  
(3) a death;  
(4) a serious bodily injury, as that term is defined by  
Section 1.07, Penal Code;  
(5) an assault;  
(6) an escape;  
(7) a sexual assault; and  
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,



available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**COLLEGE STATION  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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The practice of bias based policing by law enforcement personnel undermines legitimate law enforcement efforts and may lead to claims of civil rights violations. It often alienates citizens and may foster distrust of law enforcement within the community.

This directive reaffirms the department's commitment to unbiased policing by identifying specific acts that would be considered bias based policing and outlining procedures to address requirements of [Article 2.131-137 of the Texas Code of Criminal Procedure](#).

This directive does not prohibit police personnel from stopping or detaining individuals if a specific report exists in which an individual's race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation is an identifying factor in determining the existence of probable cause for taking police action.

#### POLICY:

*Members of the College Station Police Department will not engage in any activities that are discriminatory or indicative of the practice of bias based policing. Personnel will focus on the behavior of individuals and/or specific suspect information in taking police action. Individuals will not be targeted for enforcement action, detention, field contacts, asset seizure and forfeiture, or interdiction solely on the basis of race, ethnic background, national origin, citizenship, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group. Appropriate corrective action will be taken, after investigation, against any employee who engages in bias based policing. Such an investigation may result in disciplinary action up to and including termination.* LE 1.2.9.a

#### DEFINITIONS:

1. Bias Based Profiling - The targeting of an individual for enforcement action, detention or interdiction based solely on a trait common to a group of people. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group. For purpose of this directive the term "racial profiling" is a part of Biased Based Profiling.
2. Race or Ethnicity – means White (W), Black (B), Hispanic (W/H), Asian (A), Pacific Islander (P), Alaskan Native or American Indian (I)
3. Motor Vehicle Stop – An occasion in which a sworn officer stops a motor vehicle for an alleged violation of a law or ordinance.
4. Seizure - Taking of property from an individual without the individual's consent or any restriction of an individual's liberty without the individual's consent. A detention will be considered a seizure, as will an arrest. Seizure also includes any filing of documents with the District Attorney for the purpose of asset forfeiture.

#### PROCEDURE:

1. Reporting Requirements
  - a. Motor vehicle stops
    - (1) [Article 2.132\(b\)\(6\) of the Texas Code of Criminal Procedure](#) requires a departmental policy on racial profiling requiring collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued; and to arrests made as a result of those stops. [Article 2.133 of the Texas Code of Criminal Procedure](#) requires that specific data are collected in a report for each motor vehicle stop for an alleged violation of a law or ordinance, including information relating to:
      - (a) the gender of the individual detained;



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- (b) the race or ethnicity of the individual detained;
      - (c) whether the peace officer knew the race or ethnicity of the individual prior to detention;
      - (d) the initial reason for the stop;
      - (e) the location of the stop;
      - (f) whether a search was conducted and, if so, whether the person detained consented to the search;
      - (g) whether contraband or other evidence was discovered, and a description of such;
      - (h) the reason for the search, including whether: contraband was in plain view; any probable cause or reasonable suspicion existed to perform the search; the search was performed as a result of towing the vehicle or arrest of any person in the vehicle;
      - (i) whether the peace officer used physical force that resulted in bodily injury, as defined by [Section 1.07, Texas Penal Code](#), during the stop; SEE: [Chapter - 42 Use of Force](#)
    - (2) The required data to satisfy the applicable Articles of Texas Code of Criminal Procedure shall be collected by this department.
  - c. Compliant Warning (Verbal & Written), Citation and Search forms are available in Brazos Tech.
  - d. **Compliant** Arrest and FIR forms are available in RMS.
  - e. The reporting, processing, and documentation of seizure cases related to asset forfeitures shall follow the guidelines established in [Chapter 40 - Search and Seizure](#).
2. Responsibilities
- a. **Officers engaged in traffic enforcement**
    - (1) Responsible for ensuring audio/video recording equipment is fully operational throughout their tour of duty. Any equipment failures or repairs needed should be immediately reported to the on duty shift supervisor as soon as possible.
    - (2) Conduct motor vehicle stops in a professional manner as outlined in [Chapter 33 - Traffic Safety](#).
    - (3) Responsible for ensuring all required fields on associated **reports** are completed.
    - (4) Ensure that all **documentation** is turned in at the end of their tour of duty.
  - b. **Supervisors of Officers engaged in traffic enforcement**
    - (1) Traffic enforcement will be accompanied by consistent, ongoing supervisory oversight to ensure officers do not go beyond the parameters of reasonableness in conducting such activities.
    - (2) **Supervisors shall randomly review the BWC and In-car video data of their subordinates as part of their quarterly video reviews with the intent to determine compliance with this policy and other applicable directives. At a minimum, two BWC and one In-car video review per officer per month shall be conducted. Exceptions may be made where In-car video is not available. The three videos shall be from three separate cases. LE 1.2.9.a**
    - (3) The supervisor's review of In-Car and BWC data shall be documented in the supervisor's quarterly video review memo submitted to the Bureau Chief through the chain of command.
  - c. Recruiting & Training Lieutenant LE 1.2.9.b
    - (1) Will ensure all affected department personnel are trained on bias based profiling issues as determined appropriate by the Texas Commission on Law Enforcement.



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- d. Internal Affairs Supervisor
    - (1) The Internal Affairs Administrator is responsible for investigating any complaints of bias based profiling filed against any member of the College Station Police Department as outlined in [Chapter 26 - Internal Affairs](#).
    - (2) If a video or audio recording was made of an incident, which is the basis of a complaint, the Internal Affairs Administrator or his designee will provide a copy of the recording to the officer who is the subject of the complaint upon the officer's written request. The request is to be made in memo form, routed through the chain of command to the Chief of Police.
    - (3) Ensure an annual documented comparative analysis is done of the data collected for motor vehicle stops and arrests resulting from motor vehicle stops (tier 1 reporting) and a separate comparative analysis for any data collected on motor vehicle stops due to non-operational or unavailable audio/video equipment (tier 2 reporting). [LE 1.2.9.c](#)
      - (a) Analysis for each report will be based on a calendar year.
      - (b) Summary reports of the analysis must be submitted to the office of the Chief of Police, the City Council, and TCOLE before March 1st of each year.
      - (c) The reports must include:
        - i. A determination of the prevalence of bias based profiling
        - ii. An examination of the disposition of motor vehicle stops, including searches resulting from the stops
        - iii. Information relating to each complaint filed within the department alleging bias based profiling.
        - iv. The report may not include identifying information about an officer or about the person stopped.
        - v. **Any corrective measures taken.**
        - vi. A review of citizen's concerns, if any.
    - (4) Will review and update department brochures as needed, which serve to educate the public about the internal affairs complaint process.
    - (5) May make recommendations to the department training committee, or the recruiting and training division based on findings of summary reports.
  - e. Public Information Officer

The Public Information Officer will annually post a statement in the local newspaper outlining the Department's internal affairs complaint process. The statement will specifically include the process by which a member of the public may file a complaint if the individual believes an employee of our department has engaged in bias based profiling with respect to the individual.
  - f. Department Web page Master

The Department's web page master will maintain a statement on the website outlining the Department's internal affairs complaint process. The statement will specifically include the process by which a member of the public may file a complaint if the individual believes an employee of our department has engaged in racial profiling with respect to the individual.
3. [Training Requirements](#) [LE 1.2.9.b](#)
- a. Officers are responsible for adherence to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- b. Training on Biased Based Policing, including legal aspects, is required with the following frequency:
    - (1) All sworn employees shall receive initial training during orientation.
    - (2) All sworn employees shall receive annual training.
- 4. Complaint Investigation
  - a. All complaints alleging Biased Based Policing will be readily accepted in accordance to [Chapter 26 - Complaints/Internal Affairs](#).
  - b. If practical, any video and/or audiotapes associated with a biased-based policing complaint shall be forwarded through the chain of command with the complaint.
- 5. Public Education: [Required by Article 2.132\(b\)\(4\) of the Texas Code of Criminal Procedure](#)
  - a. This department will inform the public of its compliment and complaint process including: telephone number, mailing address, and email address with respect to each ticket, citation or warning issued. Methods that may be utilized to inform the public include but are not limited to television, radio, service or civic presentations, brochures, internet, social media as well as governing board meetings.
  - b. Additionally, information will be made available as appropriate in languages other than English.



# Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC  
817.681.7840  
[www.texasracialprofiling.com](http://www.texasracialprofiling.com)  
[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)

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# 2021 Racial Profiling Report

College Station Police Department



***"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."***

*-Quote by Geneva Reed (Mother of Sandra Bland)*

February 3, 2022  
College Station City Council  
2611 Texas Avenue  
College Station, Texas 77840



Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the College Station Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the College Station Police Department and are included in this report.

This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the College Station Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the College Station Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the College Station Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.



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# ***PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS***

## **Informing the Public on the Process of Filing a Compliment or Complaint with the College Station Police Department**

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the College Station Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a College Station Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All College Station Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the College Station Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of College Station has been included in this report.

It is important to recognize that the Chief of the College Station Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the College Station Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



**RACIAL PROFILING**  
**COURSE NUMBER 3256**  
**TEXAS COMMISSION ON LAW ENFORCEMENT**  
**SEPTEMBER 2001**

**Racial Profiling 3256**

**Instructor's Note:**

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

**Abstract**

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

**Evaluation Process and Procedures**

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

**Reference Materials**

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.



## Racial Profiling 3256

### 1.0 RACIAL PROFILING AND THE LAW

**1.1 UNIT GOAL:** The student will be able to identify the legal aspects of racial profiling.

**1.1.1 LEARNING OBJECTIVE:** The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

#### Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### B. Not prima facie evidence

#### C. Feasibility of use of video equipment

#### D. Data does not identify officer

#### E. Copy of complaint-related video evidence to officer in question

#### F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### G. Compilation and analysis of data

#### H. Exemption from reporting – audio/video equipment

#### I. Officer non-liability

#### J. Funding

#### K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.**

**2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.**

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





### **3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION**

**3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.**

**3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.**

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
  1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
  2. The driver and passengers are questioned about things that do not relate to the traffic violation
  3. The driver and passengers are ordered out of the vehicle
  4. The officers visually check all observable parts of the vehicle
  5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
  6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>



A close-up, slightly blurred photograph of a stack of colorful folders or binders. The folders are in shades of blue, orange, and white, with some having colorful patterns. A black-bordered text box is overlaid on the top left of the image.

## REPORT ON COMPLIMENTS AND RACIAL PROFILING COMPLAINTS

## **Report on Complaints**

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/21-12/31/21 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the College Station Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/21-12/31/21.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

| <b>Complaint Number</b> | <b>Alleged Violation</b> | <b>Disposition of the Case</b> |
|-------------------------|--------------------------|--------------------------------|
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |
|                         |                          |                                |

**Additional Comments:**

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |



# TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

**TOTAL STOPS: 22,683**

## STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

|                  |        |
|------------------|--------|
| City Street      | 20,182 |
| US Highway       | 0      |
| County Road      | 0      |
| State Highway    | 2,435  |
| Private Property | 66     |

## WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

|     |        |
|-----|--------|
| Yes | 1,463  |
| No  | 21,220 |

## RACE OR ETHNICITY

|                               |        |
|-------------------------------|--------|
| Alaska Native/American Indian | 92     |
| Asian/Pacific Islander        | 1,008  |
| Black                         | 4,369  |
| White                         | 13,575 |
| Hispanic/Latino               | 3,639  |

## GENDER

**Female Total: 9,481**

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 19    |
| Asian/Pacific Islander        | 320   |
| Black                         | 1,700 |
| White                         | 6,045 |
| Hispanic/Latino               | 1,397 |

**Male Total: 13,202**

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 73    |
| Asian/Pacific Islander        | 688   |
| Black                         | 2,669 |
| White                         | 7,530 |
| Hispanic/Latino               | 2,242 |

## REASON FOR STOP?

**Violation of Law Total: 858**

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 3   |
| Asian/Pacific Islander        | 30  |
| Black                         | 190 |
| White                         | 524 |
| Hispanic/Latino               | 111 |

**Pre-existing Knowledge Total: 142**

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 2  |
| Asian/Pacific Islander        | 1  |
| Black                         | 47 |
| White                         | 63 |
| Hispanic/Latino               | 29 |

**Moving Traffic Violation Total: 18,063**

|                               |        |
|-------------------------------|--------|
| Alaska Native/American Indian | 72     |
| Asian/Pacific Islander        | 841    |
| Black                         | 3,097  |
| White                         | 11,123 |
| Hispanic/Latino               | 2,930  |

# TIER 2 DATA CONTINUED

## Vehicle Traffic Violation Total: 3,620

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 15    |
| Asian/Pacific Islander        | 136   |
| Black                         | 1,035 |
| White                         | 1,865 |
| Hispanic/Latino               | 569   |

## Contraband (in plain view) Total: 28

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 1  |
| Black                         | 12 |
| White                         | 14 |
| Hispanic/Latino               | 1  |

## WAS SEARCH CONDUCTED?

|                               | YES        | NO            |
|-------------------------------|------------|---------------|
| Alaska Native/American Indian | 2          | 90            |
| Asian/Pacific Islander        | 12         | 996           |
| Black                         | 438        | 3,931         |
| White                         | 324        | 13,251        |
| Hispanic/Latino               | 133        | 3,506         |
|                               |            |               |
| <b>TOTAL</b>                  | <b>909</b> | <b>21,774</b> |

## Probable Cause Total: 596

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 2   |
| Asian/Pacific Islander        | 5   |
| Black                         | 325 |
| White                         | 171 |
| Hispanic/Latino               | 93  |

## Inventory Total: 11

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 2 |
| Black                         | 0 |
| White                         | 7 |
| Hispanic/Latino               | 2 |

## REASON FOR SEARCH?

### Consent Total: 214

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 3   |
| Black                         | 78  |
| White                         | 106 |
| Hispanic/Latino               | 27  |

## Incident to arrest Total: 60

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 1  |
| Black                         | 23 |
| White                         | 26 |
| Hispanic/Latino               | 10 |

## TIER 2 DATA CONTINUED

### WAS CONTRABAND DISCOVERED?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 2          | 0          |
| Asian/Pacific Islander        | 6          | 6          |
| Black                         | 281        | 157        |
| White                         | 193        | 131        |
| Hispanic/Latino               | 84         | 49         |
|                               |            |            |
| <b>TOTAL</b>                  | <b>566</b> | <b>343</b> |

Did the finding result in arrest (total should equal previous column)?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 0          | 2          |
| Asian/Pacific Islander        | 2          | 4          |
| Black                         | 122        | 159        |
| White                         | 81         | 112        |
| Hispanic/Latino               | 29         | 55         |
|                               |            |            |
| <b>TOTAL</b>                  | <b>234</b> | <b>332</b> |

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 374

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 4   |
| Black                         | 199 |
| White                         | 115 |
| Hispanic/Latino               | 56  |

#### Currency Total: 1

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 1 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

#### Weapons Total: 9

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 8 |
| White                         | 1 |
| Hispanic/Latino               | 0 |

#### Alcohol Total: 77

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 2  |
| Asian/Pacific Islander        | 1  |
| Black                         | 23 |
| White                         | 45 |
| Hispanic/Latino               | 6  |

# TIER 2 DATA CONTINUED

## Stolen Property Total: 1

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 1 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

## Other Total: 104

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 1  |
| Black                         | 49 |
| White                         | 32 |
| Hispanic/Latino               | 22 |

## RESULT OF THE STOP

### Verbal Warning Total: 219

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 2   |
| Asian/Pacific Islander        | 9   |
| Black                         | 58  |
| White                         | 116 |
| Hispanic/Latino               | 34  |

### Written Warning Total: 14,281

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 55    |
| Asian/Pacific Islander        | 573   |
| Black                         | 2,776 |
| White                         | 8,811 |
| Hispanic/Latino               | 2,066 |

## Citation Total: 7,625

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 35    |
| Asian/Pacific Islander        | 419   |
| Black                         | 1,259 |
| White                         | 4,442 |
| Hispanic/Latino               | 1,470 |

## Written Warning and Arrest Total: 468

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 6   |
| Black                         | 238 |
| White                         | 172 |
| Hispanic/Latino               | 52  |

## Citation and Arrest Total: 86

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 1  |
| Black                         | 35 |
| White                         | 34 |
| Hispanic/Latino               | 16 |

## Arrest Total: 4

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 3 |
| White                         | 0 |
| Hispanic/Latino               | 1 |

## TIER 2 DATA CONTINUED

### ARREST BASED ON

#### Violation of Penal Code Total: 335

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 4   |
| Black                         | 143 |
| White                         | 137 |
| Hispanic/Latino               | 51  |

#### Violation of Traffic Law Total: 34

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 2  |
| Black                         | 15 |
| White                         | 15 |
| Hispanic/Latino               | 2  |

#### Violation of City Ordinance Total: 0

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

#### Outstanding Warrant Total: 189

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 1   |
| Black                         | 118 |
| White                         | 54  |
| Hispanic/Latino               | 16  |

### Was physical force used resulting in bodily injury during the stop?

|                               | YES      | NO            |
|-------------------------------|----------|---------------|
| Alaska Native/American Indian | 0        | 92            |
| Asian/Pacific Islander        | 0        | 1,008         |
| Black                         | 2        | 4,367         |
| White                         | 0        | 13,575        |
| Hispanic/Latino               | 0        | 3,639         |
|                               |          |               |
| <b>TOTAL</b>                  | <b>2</b> | <b>22,681</b> |



## TABLES ILLUSTRATING MOTOR VEHICLE RELATED CONTACT DATA



**Table 1. Citations and Warnings**

| Race/<br>Ethnicity                                | All<br>Contacts | Citations | Verbal<br>Warning | Written<br>Warning | Contact<br>Percent | Citation<br>Percent | Verbal<br>Percent | Written<br>Percent |
|---------------------------------------------------|-----------------|-----------|-------------------|--------------------|--------------------|---------------------|-------------------|--------------------|
| <b>Alaska<br/>Native/<br/>American<br/>Indian</b> | 92              | 35        | 2                 | 55                 | 0%                 | 0%                  | 1%                | 0%                 |
| <b>Asian/<br/>Pacific<br/>Islander</b>            | 1,008           | 420       | 9                 | 573                | 4%                 | 5%                  | 4%                | 4%                 |
| <b>Black</b>                                      | 4,369           | 1,294     | 58                | 2,776              | 19%                | 17%                 | 26%               | 19%                |
| <b>White</b>                                      | 13,575          | 4,476     | 116               | 8,811              | 60%                | 58%                 | 53%               | 62%                |
| <b>Hispanic/<br/>Latino</b>                       | 3,639           | 1,486     | 34                | 2,066              | 16%                | 19%                 | 16%               | 14%                |
| <b>TOTAL</b>                                      | 22,683          | 7,711     | 219               | 14,281             | 100%               | 100%                | 100%              | 100%               |



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access.

| <b>Race/Ethnicity</b>                | <b>Contact Percentage</b> | <b>Households with Vehicle Access</b> |
|--------------------------------------|---------------------------|---------------------------------------|
|                                      |                           |                                       |
| <b>Alaska Native/American Indian</b> | 0%                        | 0%                                    |
| <b>Asian/Pacific Islander</b>        | 4%                        | 9%                                    |
| <b>Black</b>                         | 19%                       | 5%                                    |
| <b>White</b>                         | 60%                       | 74%                                   |
| <b>Hispanic/Latino</b>               | 16%                       | 10%                                   |
|                                      |                           |                                       |
| <b>TOTAL</b>                         | 100%                      | 98%                                   |

**Table 3. Motor Vehicle Searches and Arrests.**

| <b>Race/Ethnicity</b>                | <b>Searches</b> | <b>Consent Searches</b> | <b>Arrests</b> |
|--------------------------------------|-----------------|-------------------------|----------------|
|                                      |                 |                         |                |
| <b>Alaska Native/American Indian</b> | 2               | 0                       | 0              |
| <b>Asian/Pacific Islander</b>        | 12              | 3                       | 7              |
| <b>Black</b>                         | 438             | 78                      | 276            |
| <b>White</b>                         | 324             | 106                     | 206            |
| <b>Hispanic/Latino</b>               | 133             | 27                      | 69             |
|                                      |                 |                         |                |
| <b>TOTAL</b>                         | 909             | 214                     | 558            |

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury**

| <b>Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury</b> | <b>Arrest</b> | <b>Location of Stop</b>  | <b>Reason for Stop</b>   |
|------------------------------------------------------------------------------------------|---------------|--------------------------|--------------------------|
|                                                                                          |               |                          |                          |
| 1                                                                                        | 02.08.21      | 1004 Laredo Court        | Moving Traffic Violation |
| 2                                                                                        | 04.29.21      | 3200 Louisiana, Bryan TX | Moving Traffic Violation |
|                                                                                          |               |                          |                          |
|                                                                                          |               |                          |                          |
|                                                                                          |               |                          |                          |
|                                                                                          |               |                          |                          |

**Table 5. Search Data**

| <b>Race/<br/>Ethnicity</b>                        | <b>Searches</b> | <b>Contraband<br/>Found Yes</b> | <b>Contraband<br/>Found No</b> | <b>Arrests</b> | <b>Percent<br/>Searches</b> | <b>Percent<br/>Contraband<br/>Found</b> | <b>Percent No<br/>Contraband</b> | <b>Percent<br/>Arrest</b> |
|---------------------------------------------------|-----------------|---------------------------------|--------------------------------|----------------|-----------------------------|-----------------------------------------|----------------------------------|---------------------------|
|                                                   |                 |                                 |                                |                |                             |                                         |                                  |                           |
| <b>Alaska<br/>Native/<br/>American<br/>Indian</b> | 2               | 2                               | 0                              | 0              | 0%                          | 0%                                      | 0%                               | 0%                        |
| <b>Asian/<br/>Pacific<br/>Islander</b>            | 12              | 6                               | 6                              | 7              | 1%                          | 1%                                      | 2%                               | 1%                        |
| <b>Black</b>                                      | 438             | 281                             | 157                            | 276            | 48%                         | 50%                                     | 46%                              | 49%                       |
| <b>White</b>                                      | 324             | 193                             | 131                            | 206            | 36%                         | 34%                                     | 38%                              | 37%                       |
| <b>Hispanic/<br/>Latino</b>                       | 133             | 84                              | 49                             | 69             | 15%                         | 15%                                     | 14%                              | 12%                       |
|                                                   |                 |                                 |                                |                |                             |                                         |                                  |                           |
| <b>TOTAL</b>                                      | 909             | 566                             | 343                            | 558            | 100%                        | 100%                                    | 100%                             | 100%                      |

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

| <b>Audit Data</b> | <b>Number of Data Audits Completed</b> | <b>Date of Completion</b> | <b>Outcome of Audit</b> |
|-------------------|----------------------------------------|---------------------------|-------------------------|
|                   |                                        |                           |                         |
|                   | 1                                      | 03/01/21                  | Data is accurate        |
|                   | 2                                      | 06/01/21                  | Data is accurate        |
|                   | 3                                      | 09/01/21                  | Data is accurate        |
|                   | 4                                      | 12/01/21                  | Data is accurate        |

|                             |
|-----------------------------|
| <b>ADDITIONAL COMMENTS:</b> |
|                             |
|                             |
|                             |

**Table 7. Instance Where Force Resulted in Bodily Injury.**

| <b>Race/Ethnicity</b>                | <b>Number</b> | <b>Percent</b> |
|--------------------------------------|---------------|----------------|
|                                      |               |                |
| <b>Alaska Native/American Indian</b> | 0             | 0%             |
| <b>Asian/Pacific Islander</b>        | 0             | 0%             |
| <b>Black</b>                         | 2             | 100%           |
| <b>White</b>                         | 0             | 0%             |
| <b>Hispanic/Latino</b>               | 0             | 0%             |
|                                      |               |                |
| <b>TOTAL</b>                         | 2             | 100%           |

**Table 8. Reason for Arrests from Vehicle Contact**

| Race/<br>Ethnicity                      | Violation<br>of Penal<br>Code | Violation<br>of Traffic<br>Law | Violation<br>of City<br>Ordinance | Outstanding<br>Warrant | Percent<br>Penal<br>Code | Percent<br>Traffic<br>Law | Percent<br>City<br>Ordinance | Percent<br>Warrant |
|-----------------------------------------|-------------------------------|--------------------------------|-----------------------------------|------------------------|--------------------------|---------------------------|------------------------------|--------------------|
|                                         |                               |                                |                                   |                        |                          |                           |                              |                    |
| Alaska<br>Native/<br>American<br>Indian | 0                             | 0                              | 0                                 | 0                      | 0%                       | 0%                        | 0%                           | 0%                 |
| Asian/<br>Pacific<br>Islander           | 4                             | 2                              | 0                                 | 1                      | 1%                       | 6%                        | 0%                           | 1%                 |
| Black                                   | 143                           | 15                             | 0                                 | 118                    | 43%                      | 44%                       | 0%                           | 62%                |
| White                                   | 137                           | 15                             | 0                                 | 54                     | 41%                      | 44%                       | 0%                           | 29%                |
| Hispanic/<br>Latino                     | 51                            | 2                              | 0                                 | 16                     | 15%                      | 6%                        | 0%                           | 8%                 |
|                                         |                               |                                |                                   |                        |                          |                           |                              |                    |
| <b>TOTAL</b>                            | 335                           | 34                             | 0                                 | 189                    | 100%                     | 100%                      | 0%                           | 100%               |

**Table 9. Contraband Hit Rate**

| Race/ Ethnicity                   | Searches | Contraband<br>Found Yes | Contraband<br>Hit Rate | Search<br>Percent | Contraband<br>Percent |
|-----------------------------------|----------|-------------------------|------------------------|-------------------|-----------------------|
|                                   |          |                         |                        |                   |                       |
| Alaska Native/<br>American Indian | 2        | 2                       | 100%                   | 0%                | 0%                    |
| Asian/ Pacific<br>Islander        | 12       | 6                       | 50%                    | 1%                | 1%                    |
| Black                             | 438      | 281                     | 64%                    | 48%               | 50%                   |
| White                             | 324      | 193                     | 60%                    | 36%               | 34%                   |
| Hispanic/Latino                   | 133      | 84                      | 63%                    | 15%               | 15%                   |



# ANALYSIS AND INTERPRETATION

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or an arrest made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it became a requirement that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information has been to determine if police officers, in a particular municipality, are engaging in the practice of racially profiling minority motorists.

In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.



As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the College Station Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.



It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the College Station Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the College Station Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the College Station Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the city of College Station.

## **Tier 2 (2021) Motor Vehicle-Related Contact Analysis**

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Blacks. Of those that came in contact with the police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. In terms of written warnings, most of these were issued to Whites; followed by Blacks.

Regarding searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Whites and Blacks, while most custody arrests were of Blacks. Overall, most searches resulted in contraband; of those that produced contraband, most were of Blacks; this was followed by Whites. Of the searches that did not produce contraband, most were of Blacks. Most arrests were made on Blacks. Most of the arrests that originated from a violation of the penal code involved Blacks. Overall, the police department reported two instances where force was used that resulted in bodily injury.

## **Comparative Analysis**

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in College Station who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians and American Indians that came in contact with the police was the same or lower than the percentage of White, Asian and American Indian households in College Station that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with the police than the percentage of Black and Hispanic households in College Station that claimed, in the 2020 census, to have access to vehicles.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of American Indians. This was followed by Blacks and Hispanics. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among American Indians. The lowest contraband hit rate was among Asians.

## **Summary of Findings**

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the College Station Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the College Station Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the College Station Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the College Station Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.



# CHECKLIST

The following requirements were met by the College Station Police Department in accordance with The Texas Racial Profiling Law:

- ☒ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☒ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the College Station Police Department from engaging in racial profiling.
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☒ Provide public education related to the compliment and complaint process.
- ☒ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ☒ Collect, report and analyze motor vehicle data (Tier 2).
- ☒ Commission Data Audits and a Search Analysis.
- ☒ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☒ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2022.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



# LEGISLATIVE & ADMINISTRATIVE ADDENDUM



# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.



## **Commentary**

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.



(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

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Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

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Chief Clerk of the House

Approved:

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Date

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Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense]~~;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered]~~;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or



(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.



# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor

# **The Sandra Bland Act**

## **(S.B. 1849)**

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

### **ARTICLE 1. SHORT TITLE**

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

### **ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE**

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
  - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
  - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
  - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
  - (6) provide to local government officials consultation on and technical assistance for county jails;
  - (7) review and comment on plans for the construction and major modification or renovation of county jails;
  - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
  - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
  - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
  - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
  - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
  - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
  - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
  - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
  - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
    - (A) common issues concerning jail administration;
    - (B) examples of successful strategies for maintaining compliance with state law and the rules,



standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and  
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;  
(2) an attempted suicide;  
(3) a death;  
(4) a serious bodily injury, as that term is defined by  
Section 1.07, Penal Code;  
(5) an assault;  
(6) an escape;  
(7) a sexual assault; and  
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,



available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**COLLEGE STATION  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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The practice of bias based policing by law enforcement personnel undermines legitimate law enforcement efforts and may lead to claims of civil rights violations. It often alienates citizens and may foster distrust of law enforcement within the community.

This directive reaffirms the department's commitment to unbiased policing by identifying specific acts that would be considered bias based policing and outlining procedures to address requirements of [Article 2.131-137 of the Texas Code of Criminal Procedure](#).

This directive does not prohibit police personnel from stopping or detaining individuals if a specific report exists in which an individual's race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation is an identifying factor in determining the existence of probable cause for taking police action.

#### POLICY:

*Members of the College Station Police Department will not engage in any activities that are discriminatory or indicative of the practice of bias based policing. Personnel will focus on the behavior of individuals and/or specific suspect information in taking police action. Individuals will not be targeted for enforcement action, detention, field contacts, asset seizure and forfeiture, or interdiction solely on the basis of race, ethnic background, national origin, citizenship, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group. Appropriate corrective action will be taken, after investigation, against any employee who engages in bias based policing. Such an investigation may result in disciplinary action up to and including termination.* LE 1.2.9.a

#### DEFINITIONS:

1. Bias Based Profiling - The targeting of an individual for enforcement action, detention or interdiction based solely on a trait common to a group of people. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group. For purpose of this directive the term "racial profiling" is a part of Biased Based Profiling.
2. Race or Ethnicity – means White (W), Black (B), Hispanic (W/H), Asian (A), Pacific Islander (P), Alaskan Native or American Indian (I)
3. Motor Vehicle Stop – An occasion in which a sworn officer stops a motor vehicle for an alleged violation of a law or ordinance.
4. Seizure - Taking of property from an individual without the individual's consent or any restriction of an individual's liberty without the individual's consent. A detention will be considered a seizure, as will an arrest. Seizure also includes any filing of documents with the District Attorney for the purpose of asset forfeiture.

#### PROCEDURE:

1. Reporting Requirements
  - a. Motor vehicle stops
    - (1) [Article 2.132\(b\)\(6\) of the Texas Code of Criminal Procedure](#) requires a departmental policy on racial profiling requiring collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued; and to arrests made as a result of those stops. [Article 2.133 of the Texas Code of Criminal Procedure](#) requires that specific data are collected in a report for each motor vehicle stop for an alleged violation of a law or ordinance, including information relating to:
      - (a) the gender of the individual detained;



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- (b) the race or ethnicity of the individual detained;
      - (c) whether the peace officer knew the race or ethnicity of the individual prior to detention;
      - (d) the initial reason for the stop;
      - (e) the location of the stop;
      - (f) whether a search was conducted and, if so, whether the person detained consented to the search;
      - (g) whether contraband or other evidence was discovered, and a description of such;
      - (h) the reason for the search, including whether: contraband was in plain view; any probable cause or reasonable suspicion existed to perform the search; the search was performed as a result of towing the vehicle or arrest of any person in the vehicle;
      - (i) whether the peace officer used physical force that resulted in bodily injury, as defined by [Section 1.07, Texas Penal Code](#), during the stop; SEE: [Chapter - 42 Use of Force](#)
    - (2) The required data to satisfy the applicable Articles of Texas Code of Criminal Procedure shall be collected by this department.
  - c. Compliant Warning (Verbal & Written), Citation and Search forms are available in Brazos Tech.
  - d. **Compliant** Arrest and FIR forms are available in RMS.
  - e. The reporting, processing, and documentation of seizure cases related to asset forfeitures shall follow the guidelines established in [Chapter 40 - Search and Seizure](#).
2. Responsibilities
- a. **Officers engaged in traffic enforcement**
    - (1) Responsible for ensuring audio/video recording equipment is fully operational throughout their tour of duty. Any equipment failures or repairs needed should be immediately reported to the on duty shift supervisor as soon as possible.
    - (2) Conduct motor vehicle stops in a professional manner as outlined in [Chapter 33 - Traffic Safety](#).
    - (3) Responsible for ensuring all required fields on associated **reports** are completed.
    - (4) Ensure that all **documentation** is turned in at the end of their tour of duty.
  - b. **Supervisors of Officers engaged in traffic enforcement**
    - (1) Traffic enforcement will be accompanied by consistent, ongoing supervisory oversight to ensure officers do not go beyond the parameters of reasonableness in conducting such activities.
    - (2) **Supervisors shall randomly review the BWC and In-car video data of their subordinates as part of their quarterly video reviews with the intent to determine compliance with this policy and other applicable directives. At a minimum, two BWC and one In-car video review per officer per month shall be conducted. Exceptions may be made where In-car video is not available. The three videos shall be from three separate cases. LE 1.2.9.a**
    - (3) The supervisor's review of In-Car and BWC data shall be documented in the supervisor's quarterly video review memo submitted to the Bureau Chief through the chain of command.
  - c. Recruiting & Training Lieutenant LE 1.2.9.b
    - (1) Will ensure all affected department personnel are trained on bias based profiling issues as determined appropriate by the Texas Commission on Law Enforcement.



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- d. Internal Affairs Supervisor
    - (1) The Internal Affairs Administrator is responsible for investigating any complaints of bias based profiling filed against any member of the College Station Police Department as outlined in [Chapter 26 - Internal Affairs](#).
    - (2) If a video or audio recording was made of an incident, which is the basis of a complaint, the Internal Affairs Administrator or his designee will provide a copy of the recording to the officer who is the subject of the complaint upon the officer's written request. The request is to be made in memo form, routed through the chain of command to the Chief of Police.
    - (3) Ensure an annual documented comparative analysis is done of the data collected for motor vehicle stops and arrests resulting from motor vehicle stops (tier 1 reporting) and a separate comparative analysis for any data collected on motor vehicle stops due to non-operational or unavailable audio/video equipment (tier 2 reporting). [LE 1.2.9.c](#)
      - (a) Analysis for each report will be based on a calendar year.
      - (b) Summary reports of the analysis must be submitted to the office of the Chief of Police, the City Council, and TCOLE before March 1st of each year.
      - (c) The reports must include:
        - i. A determination of the prevalence of bias based profiling
        - ii. An examination of the disposition of motor vehicle stops, including searches resulting from the stops
        - iii. Information relating to each complaint filed within the department alleging bias based profiling.
        - iv. The report may not include identifying information about an officer or about the person stopped.
        - v. **Any corrective measures taken.**
        - vi. A review of citizen's concerns, if any.
    - (4) Will review and update department brochures as needed, which serve to educate the public about the internal affairs complaint process.
    - (5) May make recommendations to the department training committee, or the recruiting and training division based on findings of summary reports.
  - e. Public Information Officer

The Public Information Officer will annually post a statement in the local newspaper outlining the Department's internal affairs complaint process. The statement will specifically include the process by which a member of the public may file a complaint if the individual believes an employee of our department has engaged in bias based profiling with respect to the individual.
  - f. Department Web page Master

The Department's web page master will maintain a statement on the website outlining the Department's internal affairs complaint process. The statement will specifically include the process by which a member of the public may file a complaint if the individual believes an employee of our department has engaged in racial profiling with respect to the individual.
3. [Training Requirements](#) [LE 1.2.9.b](#)
- a. Officers are responsible for adherence to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.



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## COLLEGE STATION POLICE DEPARTMENT POLICY MANUAL - CHAPTER 65

### BIASED BASED POLICING

REVISION DATE: 02/11/2020

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- b. Training on Biased Based Policing, including legal aspects, is required with the following frequency:
    - (1) All sworn employees shall receive initial training during orientation.
    - (2) All sworn employees shall receive annual training.
- 4. Complaint Investigation
  - a. All complaints alleging Biased Based Policing will be readily accepted in accordance to [Chapter 26 - Complaints/Internal Affairs](#).
  - b. If practical, any video and/or audiotapes associated with a biased-based policing complaint shall be forwarded through the chain of command with the complaint.
- 5. Public Education: [Required by Article 2.132\(b\)\(4\) of the Texas Code of Criminal Procedure](#)
  - a. This department will inform the public of its compliment and complaint process including: telephone number, mailing address, and email address with respect to each ticket, citation or warning issued. Methods that may be utilized to inform the public include but are not limited to television, radio, service or civic presentations, brochures, internet, social media as well as governing board meetings.
  - b. Additionally, information will be made available as appropriate in languages other than English.





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For additional questions regarding the information presented in this report, please contact:

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**March 10, 2022**

**Item No. 6.3.**

**Presentation, discussion, and possible action on the naming of City facilities and symbols.**

**Sponsor:** Jeff Capps, Deputy City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the naming of City facilities and symbols.

**Relationship to Strategic Goals:**

Good governance

**Recommendation(s):** Provide direction to staff.

**Summary:** This item is to discuss the feasibility of naming and/or renaming several city owned sub-facilities after former and current Council members and to discuss whether the podium used in the Council Chambers for citizen and staff presentations should be named after a former member of our community. This item was requested by council during a future agenda item discussion.

Specifically the request was to look at renaming "The Green Room" meeting facility at Wolf Pen Creek Amphitheater, the renaming of the Northgate Pavilion, the renaming of the Lick Creek Nature Center and renaming a sub-facility at Veterans Park. We will also discuss the possibility of naming the podium in the Council Chambers after a former community member who often spoke on various items at Council meetings.

Attached is a copy of the current City policy which was updated and adopted by Council in May of 2012.

**Budget & Financial Summary:** None.

**Attachments:**

1. City of College Station Naming of City Facilities and Sub-Facilities Policy

# **CITY OF COLLEGE STATION**

## **NAMING OF CITY FACILITIES AND SUB-FACILITIES**

### **PURPOSE**

To establish uniform procedures and criteria for the naming of City-owned facilities and sub-facilities located in the City of College Station.

### **DEFINITIONS**

**Facility:** Major City-owned buildings, parks and trails built for permanent use.

**Sub-Facility:** Minor City-owned structures within a Major Facility, including but not limited to: swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.

### **POLICY**

The City Council shall have the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established below.

#### **General Naming Criteria and Guidelines.**

In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature, plant, or indigenous species in or near the facility, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.
- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
  - a. Involvement in a leadership role in civic organizations that are devoted to community improvement;
  - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
  - c. Active promotion of effective programs for youth or senior citizens within the community;
  - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
  - e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or

- f. Leading efforts to collect, promote and retain the historical heritage of the community.
- D. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.
- a. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
    - i. Land for the majority of the facility was deeded to the City;
    - ii. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
    - iii. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
  - b. The City Council may alter these guidelines if deemed necessary.
  - c. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- E. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- F. Have historical, cultural, or social significance for future generations.
- G. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

**Restrictions on the Naming of Public Facilities and Sub-Facilities.**

- A. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Facility names that might be considered discriminatory or derogatory will not be considered.
- C. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

## **PROCEDURE**

### **Guidelines for Naming Process**

#### ***Naming of Major Facilities***

- A. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process.
  - a. Prior to the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- B. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- C. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
  - a. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
  - b. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council or City Manager.
  - c. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
  - d. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

#### ***Naming of Sub-Facilities***

- A. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
  - a. The proposed name;
  - b. Reasons for the proposed name;
  - c. Written documentation indicating community support for the proposed name (if applicable);
  - d. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
  - e. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer to the commemorative naming conditions for an individual found in this policy.
- B. Upon receipt, the Director of Parks and Recreation or the City Manager will:

- a. Review the proposed request for its adherence to the policies of the City of College Station and
  - b. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- C. When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- D. The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

**Guidelines for Re-Naming Process.**

- A. The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
  - a. Parks or other facilities named by deed restriction shall not be considered for renaming.
  - b. Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- B. If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

**Plaques, Markers and Memorials.**

- A. Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- B. Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

MINUTES OF THE CITY COUNCIL MEETING  
IN-PERSON WITH TELECONFERENCE PARTICIPATION  
CITY OF COLLEGE STATION  
FEBRUARY 24, 2022

STATE OF TEXAS           §  
                                     §  
COUNTY OF BRAZOS       §

**Present:**

Karl Mooney, Mayor

**Council:**

Bob Brick  
John Crompton  
Linda Harvell  
Elizabeth Cunha  
John Nichols  
Dennis Maloney

**City Staff:**

Bryan Woods, City Manager  
Jeff Capps, Deputy City Manager  
Carla Robinson, City Attorney  
Tanya Smith, City Secretary  
Ian Whittenton, Deputy City Secretary

**1. Call to Order and Announce a Quorum is Present.**

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 3:01 p.m. on Thursday, February 24, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 3:02 p.m. on February 24, 2022, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
  - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and



- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and

B. Consultation with attorney to receive legal advice; to wit:

- Legal advice regarding potential City participation in an opioid settlement with Teva Pharmaceutical Industries.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Attorney
- City Manager
- Council Self-Evaluation

D. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

- Deliberation of economic incentives for a potential project in the Midtown Business Center in the City of College Station, Texas.

### **3. Reconvene from Executive Session and take action, if any.**

Executive Session recessed at 4:33 p.m. No action was taken.

### **4. Pledge of Allegiance, Invocation, consider absence request.**

### **5. Presentation - Proclamations, Awards, and Recognitions.**

5.1 Presentation of a proclamation recognizing Black History Month.

Mayor Mooney presented a proclamation recognizing June 2022 as Black History Month to Hendrix Broussard and Mildred Davis with the Brazos Valley African American Museum.

### **6. Hear Visitors Comments**

Dennis Arce, College Station, came before Council and stated that he knows the Council is uncomfortable with him speaking. He went on to state that attending the Chancellor's Dinner might be a conflict of interest and although moving the Council meeting an hour to start early is legal, he believes it is unethical.

### **7. CONSENT ITEMS**

**Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.**

No items were pulled for discussion.

### **7.1. Presentation, possible action, and discussion of minutes for:**

- **February 7, 2022 Council Retreat**

- February 8, 2022 Council Retreat
- February 10, 2022 Council Meeting

7.2. Presentation, discussion, and possible action regarding the approval of the second and final renewal option of a contract with D.I.J. Construction Incorporated for annual pavement striping and markings services in an amount not to exceed \$275,000.

7.3. Presentation, discussion, and possible action on the second reading of a franchise agreement Ordinance No. 2022-4335 with Lossen Bros Co. Inc. for the collection of recyclables from commercial businesses and multi-family locations.

7.4. Presentation, discussion, and possible action on an amendment to the Technology Services Contract with Tyler Technologies, Inc., increasing the contract amount by \$57,600 for access and use of Tyler Technologies' Virtual Court software.

7.5. Presentation, discussion, and possible action on a technology services contract for fire department reporting and analytics software with Intterra, Inc. in an amount not to exceed \$134,156.75.

7.6. Presentation, discussion, and possible action on purchasing five (5) police motorcycles from The Ranch Harley-Davidson for \$129,724.60 and the trade-in of five (5) existing 2019 police motorcycles to The Ranch Harley-Davidson for \$35,000.

7.7. Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Endo Pharmaceuticals et al. and authorization for the Mayor to execute the Release on behalf of the City.

7.8. Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Teva Pharmaceutical Industries and authorization for the Mayor to execute the Release on behalf of the City

7.9. Presentation, discussion, and possible action regarding approval of the City's purchase of Three- Phase Padmount Transformers with estimated expenditures in amounts not to exceed \$1,826,822, awarded to Techline, Inc.

**MOTION:** Upon a motion made by Councilmember Harvell and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

Mayor moved Council Agenda Items No. 9, 10, 11, and 12 before the Regular Agenda Items.

At 4:54 p.m., the Mayor recessed the Council meeting to discuss Regular Items 8.1 and 8.2 at the posted time.

The Council meeting reconvened at 5:00 p.m.

## **8. REGULAR ITEMS**

8.1. Public Hearing, presentation, discussion, and possible action regarding approving Ordinance No. 2022-4336 vacating and abandoning a 1,625 square foot portion of the variable

**width 2,763 square foot Public Utility Easement, said portion lying near the southeast property line of 200 Live Oak Street according to the Public Utility Easement recorded in Volume 9527, Page 193, of the Official Records of Brazos County, Texas.**

Anthony Armstrong, Planning and Development, stated that the public utility easement abandonment is being requested by the applicant because of a desired change in the site layout for a proposed project on the property. This original easement was dedicated in March of 2010 for a proposed project that never materialized. Mr. Armstrong explained that the new project proposed on the property requires that the electrical transformers be moved from their original locations and other site improvements are in the areas proposed to be abandoned. The 1,625 square foot public utility easement is located near the southeastern property line of 200 Live Oak Street, which is located at the intersection of Live Oak Street and Eisenhower Street.

At approximately 5:02 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 5:02 p.m.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4336, vacating and abandoning a 1,625 square foot portion of the variable width 2,763 square foot Public Utility Easement, said portion lying near the southeast property line of 200 Live Oak Street according to the Public Utility Easement recorded in Volume 9527, Page 193, of the Official Records of Brazos County, Texas. The motion carried unanimously.

**8.2. Public Hearing, presentation, discussion, and possible action on Resolution No. 02-24-22-8.2, authorizing the establishment of a Public Utility Easement (PUE), for development purposes of the Hemaville Subdivision Phase 1, on a section of parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane; plus the City Council determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the Public Utility Easement for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.**

Anthony Armstrong, Planning and Development, stated that this public utility easement is being proposed along an existing utility corridor and Krenek Tap Road. This will allow for development of the Hemaville Subdivision Phase One Project as well as existing and future utilities. Also, the easement will also provide for future development of Phase Two of the subdivision. Mr. Armstrong explained that it is anticipated that the creation of the easement will not have any potential long lasting negative impacts to the parkland, or its operations, with installation of the wastewater lines, it will require that a few clusters of existing trees be removed. In order, to offset this impact to the existing parkland, staff worked with the developer to have twenty (20) four-inch (4") caliper trees with associated irrigation be replanted as part of the project. Approval of this item will establish a 0.195-acre public utility easement (PUE) across the edge of City parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane.

Texas Parks and Wildlife Code Chapter 26.002, sets out the requirements for notification of the public hearing required in these situations. To be in compliance with this requirement, announcements of today's Public Hearing on this topic were posted in the Bryan/College Station Eagle on January 24th, 31st, February 7th, and 14th, 2022.

At approximately 5:11 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 5:11 p.m.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 02-24-22-8.2, authorizing the establishment of a Public Utility Easement (PUE), for development purposes of the Hemaville Subdivision Phase 1, on a section of parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane; plus the City Council determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the Public Utility Easement for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland. The motion carried unanimously.

## **9. Council Calendar**

Council reviewed the calendar.

**10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutory recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.**

Councilmember Harvell reported on Texas Travel Industry Association Unity Dinner to connect the state's Travel Industry with public policymakers to recognize the industry as a critical economic engine and job creating force in Texas.

Councilmember Nichols recognized one of College Station's local businesses, Aggieland Carpet Business, who received a community impact award from the BCS Chamber of Commerce.

**11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)**

Councilmember Nichols reported on the Health Board.

Councilmember Brick reported on the Parks Board.

**12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request**

**or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.**

Councilmember Cunha requested a discussion on the new language addition to the speaker protocol.

Councilmember Nichols requested an informational item on the potential Corporate Drive connection to William D. Fitch.

**13. Adjournment.**

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 5:12 p.m. on Thursday, February 24, 2022.

\_\_\_\_\_  
Karl Mooney, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

**March 10, 2022**

**Item No. 7.2.**

**Contract Renewal for Dielectric Testing of Electric Utilities Equipment**

**Sponsor:** Timothy Crabb, Director of Electric

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding the second renewal of an Annual Price Agreement, through a contract with Titan Utility Services, for the dielectric testing of electric utility vehicles, tools, and personal protective equipment (PPE). The total recommended award is for an amount not to exceed \$132,052.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends the second and final renewal of this annual price agreement with Titan Utility Services for dielectric testing of electric utilities equipment for an amount not to exceed \$132,052.

**Summary:** On November 7, 2019, three (3) sealed bids were received and opened (Request for Proposal 20-006) for the annual price agreement for Dielectric Testing of Electric Vehicles, Tools, and PPE. Electric staff recommended awarding the contract to a single vendor, Titan Utility Services. City Council was presented and awarded the Annual Price Agreement on February 27, 2020, item 4.11. This is the second and final renewal for Dielectric Testing of Electric Utility Vehicles and Equipment with Titan Utility Services.

**Budget & Financial Summary:** Funds are available in the Electric operations and maintenance budget.

**Attachments:**

1. 20300252R2 Titan Renewal Letter



February 7, 2022

Attn: Mr. Brett Morrison  
Titan Utility Services LLC  
14146 Highway 1064  
Tickfaw, LA 70466

**RE: RFP#20-006, Contract #20300252 Renewal #2**  
For Di-Electric Testing of Electric Equipment

Dear Mr. Morrison,

The City of College Station appreciates the products and services provided by Titan Utility Services LLC, this past year. We would like to exercise our option to renew the above referenced contract for the term of March 5, 2022, through March 4, 2023, with an amount not to exceed One Hundred Thirty-Two Thousand, Fifty-Two and 00/100 Dollars (\$132,052.00), based on the original contract. This is the second and last of two possible renewals for this contract.

If this meets your company's approval, please confirm this renewal via email **no later than February 10, 2022**, via e-mail to [rforsyth@cstx.gov](mailto:rforsyth@cstx.gov).

Sincerely,

Robyn Forsyth  
Buyer C.T.P.M.  
City of College Station  
1101 Texas Avenue S  
College Station, Tx 77840  
[rforsyth@cstx.gov](mailto:rforsyth@cstx.gov)  
979-764-3437

Attachment

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

[www.cstx.gov](http://www.cstx.gov)



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**CONTRACT #20300252 RENEWAL #1 ACCEPTANCE**

By signing herewith, I acknowledge and agree to Contract #20300252 Renewal #1, for Di-Electric Testing of Electric Equipment, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One Hundred Thirty-Two Thousand, Fifty-Two and 00/100 Dollars (\$132,052.00).

I understand this renewal term will be for the period beginning March 5, 2022, through March 4, 2023. This is the second and last of two possible renewals for this contract.

**TITAN UTILITY SERVICES, LLC**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_



## 20-006 Addendum 1

### Titan Utility Services

### Supplier Response

#### Event Information

Number: 20-006 Addendum 1  
 Title: RFP FOR ANNUAL DIELECTRIC TESTING OF VEHICLES, TOOLS & PPE  
 Type: COCS - Request for Proposal - Electronic/Manual  
 Issue Date: 10/10/2019  
 Deadline: 11/7/2019 02:00 PM (CT)  
 Notes: To participate in the solicitation process, Vendors must be registered with the Brazos Valley e-Marketplace bidding System. To register, please click on the the "Supplier Registration" link on the login page. Vendors experiencing issues using the Brazos Valley e-Marketplace bidding system are encouraged to call IonWave Support at 866-277-2645 (ext. 4).

The City of College Station is soliciting Proposals (RFP's) from qualified vendors for the purpose of providing testing of CSU Linemen Personal Protective Equipment and Gear, onsite testing of Aerial Vehicles, provide onsite testing of hot sticks, grounds and mechanical jumpers and to Buy Back and Replace existing rubber gloves and sleeves. The successful vendor will perform the vehicle and equipment tests on site, while performing the Gloves and Sleeve testing offsite. The City's intent is to select a single consultant to accomplish all of the services outlined in the Request for Proposal.

## Titan Utility Services Information

Titan Utility Services

Contact: Brett Morrison  
Address: 14146 Hwy 1064  
Tickfaw, LA 70711  
Phone: (225) 209-6300  
Email: brettmorrison@titanutility.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Ashton L Trout

Signature

Submitted at 11/7/2019 1:46:06 PM

ashtont trout@titanutility.net

Email

## Requested Attachments

Upload the RFP response here

City of College Station Proposal.pdf

## Response Attachments

City of College Station Proposal.pdf

City of College Station Addendum

## Bid Attributes

### 1 Payment Terms

The City of College Station's standard payment terms are Net 30. All invoices are to be paid in full within 30 days after satisfactory delivery and billing, whichever occurs last. Please refer to **Payment Terms** in the bid specifications for additional information.

### 2 Prompt Pay Discount (Optional)

Specify the discount percentage to be applied to invoice(s) paid within ten (10) days from the date of satisfactory completion of order or date of receipt of invoice, whichever occurs last.

No response

### 3 Check the box indicating your acknowledgement of the City's PO Terms, Conditions and Insurance Requirements

Acknowledged

### 4 Check the box indicating your acknowledgement of Addendum No. 1

Acknowledged

### 5 Certification of Bid

I certify this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, I affirm the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

\*Enter the full name and title of the submitting firm's authorized representative in the Response field.

Ashton L Trout, Business Development Specialist

# Bid Lines

Titan Utility Services

## 1 Bucket Trucks

Quantity: 8 UOM: EA Price:  Total:

Item Notes: VArrious Brands. Refer to Inventory Page within RFP#20-006

## 2 Digger Derricks

Quantity: 3 UOM: ea Price:  Total:

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

## 3 Mini Digger

Quantity: 2 UOM: EA Price:  Total:

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

## 4 Altec Back Yard Bucket

Quantity: 2 UOM: EA Price:  Total:

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

## 5 Salisbury Electroflex Class II Gloves (pairs)

RUBBER GLOVES AND SLEEVES

Quantity: 141 UOM: EA Price:  Total:

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes:

6

## RUBBER GLOVES AND SLEEVES

Titan Utility Services

Salisbury Electroflex Class III Gloves (pairs)

Quantity: 121 UOM: EA Price:  Total: 

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: 

7

## RUBBER GLOVES AND SLEEVES

Salisbury Electroflex Class 0 Gloves (pairs)

Quantity: 100 UOM: EA Price:  Total: 

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: 

8

## RUBBER GLOVES AND SLEEVES

Sleeves (pairs)

Quantity: 50 UOM: EA Price:  Total: 

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes:

|    |                                                                                                                                                                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | <div>TESTING OF HOT LINE TOOLS</div> <div>Titan Utility Services</div> <div>Hot Sticks</div> <div>Quantity: <u>52</u> UOM: <u>EA</u> Price: <input type="text" value="\$30.00"/> Total: <input type="text" value="\$1,560.00"/></div> <div>Item Notes: Various Brands</div> |
| 10 | <div>TESTING OF HOT LINE TOOLS</div> <div>Blankets</div> <div>Quantity: <u>65</u> UOM: <u>EA</u> Price: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$780.00"/></div> <div>Item Notes: Various Brands</div>                                       |
| 11 | <div>TESTING OF HOT LINE TOOLS</div> <div>Ground Sets</div> <div>Quantity: <u>50</u> UOM: <u>EA</u> Price: <input type="text" value="\$13.00"/> Total: <input type="text" value="\$650.00"/></div> <div>Item Notes: Various Brands</div>                                    |
| 12 | <div>TESTING OF HOT LINE TOOLS</div> <div>Mechanical Jumpers</div> <div>Quantity: <u>50</u> UOM: <u>EA</u> Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$750.00"/></div> <div>Item Notes: Various Brands</div>                             |
| 13 | <div>TESTING OF HOT LINE TOOLS</div> <div>Line Hoses/ Hoods</div> <div>Quantity: <u>148</u> UOM: <u>EA</u> Price: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$1,776.00"/></div> <div>Item Notes: Various Brands</div>                           |

|    |                                                                                                                                                                                                                                                                                                                                                   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | <p>BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES &amp; SLEEVES</p> <p>Salisbury Electroflex Class II Gloves (pairs)</p> <p>Quantity: <u>141</u> UOM: <u>Pairs</u> Price: <u>No response</u> Total: <u>No response</u></p> <p>Supplier Notes: <u>Buy back price: \$35.00.<br/>Replacement pricing varies, see attached.</u></p>  |
| 15 | <p>BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES &amp; SLEEVES</p> <p>Salisbury Electroflex Class III Gloves (pairs)</p> <p>Quantity: <u>121</u> UOM: <u>Pairs</u> Price: <u>No response</u> Total: <u>No response</u></p> <p>Supplier Notes: <u>Buy back price: \$50.00.<br/>Replacement pricing varies, see attached.</u></p> |
| 16 | <p>BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES &amp; SLEEVES</p> <p>Salisbury Electroflex Class 0 Gloves (pairs)</p> <p>Quantity: <u>100</u> UOM: <u>Pairs</u></p> <p style="text-align: right;"><b>No Bid</b></p>                                                                                                            |
| 17 | <p>BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES &amp; SLEEVES</p> <p>Salisbury Sleeves (pairs)</p> <p>Quantity: <u>50</u> UOM: <u>Pairs</u> Price: <u>No response</u> Total: <u>No response</u></p> <p>Supplier Notes: <u>Price varies based on class and size.</u></p>                                                        |
| 18 | <p>Reinspection of Vehicle@ CSU</p> <p>Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$75.00</u> Total: <u>\$75.00</u></p>                                                                                                                                                                                                                          |
| 19 | <p>Reinspection of Vehicle at Repair Facility</p> <p>Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$75.00</u> Total: <u>\$75.00</u></p>                                                                                                                                                                                                            |

**Response Total: \$12,437.00**





Titan Utility Services  
 P.O. Box 745  
 Albany, LA 70711 US  
 2252096300

## Quote

### ADDRESS

City of College Station  
 PO Box 9960  
 1101 Texas Ave  
 College Station, TX 77840

### SHIP TO

City of College Station  
 1101 Texas Ave  
 College Station, TX 77840

QUOTE # 1350

DATE 11/07/2019

| ACTIVITY                                                                                                                                                  | QTY | RATE   | AMOUNT |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|--------|
| <b>OSBT</b><br>Onsite Bucket & Digger Truck Testing w/Bucket Liner Testing (includes track machines, pressure diggers, backyard machines & tree trimmers) | 1   | 225.00 | 225.00 |
| <b>OSTG</b><br>Onsite Truck Ground Testing (mounted truck ground test w/visual inspection)                                                                | 1   | 25.00  | 25.00  |
| <b>OSHS</b><br>Onsite Hot Stick Testing w/Clean, Wax & Visual Inspection (includes Extendo, Link, Hoist Handle, Shotgun)                                  | 1   | 75.00  | 75.00  |
| <b>OSBL</b><br>Onsite Blanket Testing w/Clean and Visual Inspection (includes Small, Large, Split & Solid)                                                | 1   | 30.00  | 30.00  |
| <b>OSLH</b><br>Onsite Line Hose Testing w/Clean and Visual Inspection                                                                                     | 1   | 12.00  | 12.00  |
| <b>OSCU</b><br>Onsite Cover Up Testing w/Clean & Visual Inspection (includes Hoods, Bell Covers & Dead End Protectors)                                    | 1   | 12.00  | 12.00  |
| <b>OSG</b><br>Onsite Ground Testing w/Clean and Visual Inspection (includes Overhead, Underground & Cluster Chains)                                       | 1   | 12.00  | 12.00  |
| <b>OSMJ</b><br>Onsite Mechanical Jumper Testing w/Clean & Visual Inspection                                                                               | 1   | 13.00  | 13.00  |
| <b>Services</b>                                                                                                                                           |     | 15.00  | 15.00  |

|              |                 |
|--------------|-----------------|
| SUBTOTAL     | 419.00          |
| TAX          | 33.33           |
| <b>TOTAL</b> | <b>\$452.33</b> |

Accepted By

Accepted Date

Titan Utility Services  
On-Site Scope of Services

1. The following is a description of services and work practices for On-Site testing of electrical safety equipment and personal protective equipment such as:

- Aerial Lift Units
- Insulated live line tools (hot sticks)
- Blankets
- Line hose / Hoods
- Grounds
- Mechanical Jumpers

a. Aerial Lift Units

- All aerial lift units are tested in accordance with ANSI A92.2
- Clean and wax boom as needed
- Dielectric test of upper boom
- Dielectric test of lower boom
- Dielectric test of the overall boom
- Dielectric test of platform liner
- Thorough visual inspection of the unit
- Stress test to platform rating
- Tagged with an aluminum impressionable sticker that is UV resistant

b. Insulated Live Line Tools (Hot sticks)

- All hot sticks are tested in accordance with ASTM F711
- Hot sticks are thoroughly cleaned to remove any dirt or contaminants prior to testing
- After cleaning all sticks are waxed
- Hot sticks are then tested to 75kVAC/foot with a Hi-pot for an interval of one minute
- Hot sticks are then tagged with an industrial strength vinyl that references a job number, ID, and date and year tested

c. Blankets

- All blankets are tested in accordance with ASTM F479
- Blankets are thoroughly cleaned with a rubber goods cleaner to remove any dirt or contaminants prior to testing
- Blankets are then tested to the applicable voltage for an interval of one minute
- After testing, blankets are rolled and visually inspected for any visual failures
- Blankets are stamped "passed" with date of test

d. Line Hose / Hoods

- All line hose / hoods are tested in accordance with ASTM F478
- Line hose / hoods are thoroughly cleaned with a rubber goods cleaner to remove any dirt or contaminants prior to testing
- Line hose / hoods are then tested to the applicable voltage for an interval of one minute
- After testing, line hose / hoods are visually inspected for any visual failures
- Line hose / hoods are stamped "passed" with date of test

e. Grounds

- All grounds are tested in accordance with ASTM F2249-03
- Grounds are thoroughly cleaned at the jacket and connection points as needed to remove any dirt or contaminants
- A continuity test is then performed (voltage drop test may also be provided at customers request)
- Grounds are then visually inspected for any damage to the jacket, ferrules, or clamps
- Grounds are then tagged with a durable ID tag with ID and date tested notated (can also alternate color of tags to coordinate with test cycle for easy recognition of out of date equipment)

f. Mechanical Jumpers

- All mechanical jumpers are tested in accordance with ASTM F2321-05
- Mechanical jumpers are cleaned to remove any dirt or contaminants
- Mechanical jumpers are then tested to the applicable voltage to insure the integrity of the insulated jacket
- Continuity test optional
- Mechanical jumpers are then visually inspected for any damage to the jacket or insulated clamps
- Mechanical jumpers are then tagged with a durable ID tag with ID and date tested notated (can also alternate color of tags to coordinate with test cycle for easy recognition of out of date equipment)

2. Process and flow of On-Site Job

- a. We pull units to staging area
- b. We pull equipment from units (hot sticks, blankets, line hose, grounds, mechanical jumpers, other rubber cover up)
- c. Crew of up to 6 technicians will begin cleaning and testing equipment in an assembly line manner based upon the processes explained in section 1
- d. As equipment is completed it is then put back on the unit it was pulled from
- e. 1 unit is completely tested out in an average of 1.5 hours
- f. Crew leader will coordinate with point of contact at each district to schedule trucks in and out for testing which will insure minimal or no shut down time
- g. Typically test 8-10 units per day depending on hours allowed to work

3. Identification

- a. Hot sticks, grounds, and mechanical jumpers are given a specific identification number
- b. Hot sticks, grounds, and mechanical jumpers are given an identification number that correlates with the unit that it was pulled from. (ex. If a hot stick was pulled from unit #100, then that stick would be identified as 100-1 and the next would be 100-2. Etc.)
- c. The same applies to grounds and jumpers
- d. Blankets, line hose, and other miscellaneous cover up are not given a specific identification number
- e. However, they are recorded based on the corresponding unit in the reports. (see section 4)

4. Reports

- a. Reports include a detailed list of all equipment tested
- b. Reports notate:
  - i. Manufacturer
  - ii. Model number (if applicable)
  - iii. Class/rating
  - iv. Color
  - v. Identification number



- vi. Size/length
- vii. Pass/fail status
- viii. Reason for failure (if applicable)
- ix. Pass/fail reading (if applicable)
- c. Reports can be provided as a hard copy, digital format on a USB drive, or both
- d. Reports can be provided to each individual district, headquarters, or both
- e. Reports also provide a detailed inventory of the electrical personal protective equipment on each unit

## 5. Repairs

- a. Repairs are offered in the field of most hot sticks and grounds if time permits
- b. Repairs are typically performed if the cost is less than 50% of replacement cost or whatever customer requests
- c. Failures are pin pointed in each piece of equipment
- d. They are then removed and replaced with either new parts, surplus from customer, or surplus from our stock
- e. Once the equipment is repaired it is then retested to the applicable standard.
- f. It can then be tagged or identified to a unit or to the warehouse as spare equipment
- g. If repairs exceed the time frame or capabilities of field repair they will then be sent to our facility for repair and are typically returned within 2 weeks.

## 6. Replacements

- a. We provide replacements for failures if they are deemed too costly for repair
- b. Commonly used inventory such as telescoping sticks and grounding parts are stocked on crew trailer at the job site for fast replacement if necessary
- c. Customer can also provide a list of equipment they would like to be stocked for replacements depending on pricing and availability

## 7. Pick Up and Delivery

- a. As a follow up service, we provide a pickup and delivery service that would pick up and deliver any new equipment that would need to be tested
- b. Also, any equipment that breaks throughout the year that may need to be repaired or retested
- c. This also extends to fiberglass cross arm restoration, hoists, hydraulic tools, or battery-operated tools

## Titan Utility Services

## Scope of Work: Gloves and Sleeves

1. The following is a description of services and work practices for the testing and certification of gloves and sleeves.
  - Legacy (all classes)
  - Next Generation (all classes)
  - Sleeves (all sizes and classes)
2. Process to certify gloves and sleeves:
  - All equipment is tested to ASTM Standard F496
  - Then it is thoroughly cleaned
  - After being cleaned, it is visually inspected
  - Then all equipment is dielectrically tested to the specific class
  - After being tested, the gloves are inspected again for visual or manufacturer defects.
  - After testing is completed, the equipment is stamped with a tested date and a certification stamp.
  - Finally, all equipment is bagged to the specific customer and delivered back.
3. Documentation:
  - Reports include a detailed list of all equipment tested
    - Reports notate:
      - Manufacturer
      - Model number (if applicable)
      - Class/rating
      - Color
      - Identification number
      - Size/length
      - Pass/fail status
      - Reason for failure (if applicable)
      - Pass/fail reading (if applicable)
  - Reports can be provided as a hard copy, digital format on a USB drive, or both
  - Reports can be provided to each individual district, headquarters, or both
  - Reports also provide a detailed inventory of the electrical personal protective equipment on each unit
  - We can also stamp employee ID's or names in the gloves to track them

4. Replacements

- Our inventory is stocked with commonly used glove and sleeve sizes for fast replacement if necessary.
- Customer can also provide a list of equipment they would like to be stocked for replacements depending on pricing and availability.

5. Pick Up and Delivery

- As a follow up service, we provide a pick-up and delivery service that would pick up and deliver any new equipment that would need to be tested



PO BOX 745

29620 S. Montpelier Rd.

Albany, LA 70711

225-209-6300

### **Glove Buy-Back Program**

We will buy back your existing gloves at an agreed price if you choose to switch to Electriflex New Generation Gloves.

- We will buy back all your Class 3 gloves that pass out on all testing for \$ 50
- We will buy back all your Class 2 gloves that pass out on all testing for \$ 35

**These prices are for equipment that has been tested and passed inspection. Any failures will be returned for customer review.**

### **Electriflex Gloves: New Sales**

Class 3 18" Bell Cuff R/B (NG318BCRB) = \$334.37

Class 3 18" Bell Cuff Y/B (NG318BCYB) = \$350.25

Class 2 18" Bell Cuff R/B (NG218BCRB) = \$243.50

Class 2 18" Bell Cuff Y/B (NG218BCYB) = \$242.93

Class 3 18" Contour R/B (NG318CRB) = \$303.56

Class 3 18" Contour Y/B (NG318CYB) = \$318.06

Class 2 18" Contour R/B (NG218CRB) = \$214.75

Class 2 18" Contour Y/B (NG218CYB) = \$224.99B





## 20-006 Addendum 1

### RFP FOR ANNUAL DIELECTRIC TESTING OF VEHICLES, TOOLS & PPE

Issue Date: 10/10/2019

Questions Deadline: 11/1/2019 12:00 PM (CT)

Response Deadline: 11/7/2019 02:00 PM (CT)

City of College Station

## Event Information

Number: 20-006 Addendum 1  
 Title: RFP FOR ANNUAL DIELECTRIC TESTING OF VEHICLES, TOOLS & PPE  
 Type: COCS - Request for Proposal - Electronic/Manual  
 Issue Date: 10/10/2019  
 Question Deadline: 11/1/2019 12:00 PM (CT)  
 Response Deadline: 11/7/2019 02:00 PM (CT)  
 Notes: To participate in the solicitation process, Vendors must be registered with the Brazos Valley e-Marketplace bidding System. To register, please click on the the "Supplier Registration" link on the login page. Vendors experiencing issues using the Brazos Valley e-Marketplace bidding system are encouraged to call IonWave Support at 866-277-2645 (ext.4).

The City of College Station is soliciting Proposals (RFP's) from qualified vendors for the purpose of providing testing of CSU Linemen Personal Protective Equipment and Gear, onsite testing of Aerial Vehicles, provide onsite testing of hot sticks, grounds and mechanical jumpers and to Buy Back and Replace existing rubber gloves and sleeves. The successful vendor will perform the vehicle and equipment tests on site, while performing the Gloves and Sleeve testing offsite. The City's intent is to select a single consultant to accomplish all of the services outlined in the Request for Proposal.

## Billing Information

Address: Accounting  
 City Hall  
 2nd Floor  
 PO Box 9973  
 College Station, TX 77842-0973  
 Email: [vendorinvoiceentry@cstx.gov](mailto:vendorinvoiceentry@cstx.gov)

## Bid Activities

### RFP#20-006 Dielectric Testing Pre Bid meeting

10/30/2019 2:00:00 PM (CT)

A Pre-Bid Meeting will be held at City Hall, Conference Room 2, Second Floor, 1101 Texas Avenue S, College Station, TX 77840.

Time: 2:00 p.m.

Date: Wednesday, October 30, 2019.

Meeting is not Mandatory, but highly recommended.

## Bid Attachments

### RFP 20-006 Dielectric Testing of Vehicles, Tools and PPE.pdf

[View Online](#)

RFP#20-006 Annual Price Agreement for Dielectric Testing of Vehicles, Tools & PPE

## Requested Attachments

### Upload the RFP response here

(Attachment required)



## Bid Attributes

### 1 Payment Terms

The City of College Station's standard payment terms are Net 30. All invoices are to be paid in full within 30 days after satisfactory delivery and billing, whichever occurs last. Please refer to **Payment Terms** in the bid specifications for additional information.

### 2 Prompt Pay Discount (Optional)

Specify the discount percentage to be applied to invoice(s) paid within ten (10) days from the date of satisfactory completion of order or date of receipt of invoice, whichever occurs last.

%

(Optional)

### 3 Check the box indicating your acknowledgement of the City's PO Terms, Conditions and Insurance Requirements

☒ Acknowledged

(Required: Check if applicable)

### 4 Check the box indicating your acknowledgement of Addendum No. 1

☒ Acknowledged

(Required: Check if applicable)

### 5 Certification of Bid

I certify this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, I affirm the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

\*Enter the full name and title of the submitting firm's authorized representative in the Response field.

Ashton L Trout

Business Development Specialist

(Required: Maximum 1000 characters allowed)

## Bid Lines

### 1 Bucket Trucks

Quantity: 8 UOM: EA

Price: \$ 225.00

Total: \$ 1,800

Item Notes: VARious Brands. Refer to Inventory Page within RFP#20-006

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**2 Digger Derricks**

Titan Utility Services

Quantity: 3 UOM: eaPrice: \$ 225.00Total: \$ 675

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**3 Mini Digger**Quantity: 2 UOM: EAPrice: \$ 225.00Total: \$

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**4 Altec Back Yard Bucket**Quantity: 2 UOM: EAPrice: \$ 225.00Total: \$

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**5 Salisbury Electroflex Class II Gloves (pairs)**

RUBBER GLOVES AND SLEEVES

Quantity: 141 UOM: EAPrice: \$ 8.00Total: \$ 1,128

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

Supplier Notes: Testing in lab only, no onsite testing.\$50.00 round trip fee for delivery / pickup.

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

# 6 RUBBER GLOVES AND SLEEVES

Titan Utility Services

Salisbury Electroflex Class III Gloves (pairs)

Quantity: 121 UOM: EA Price: \$ 8.00 Total: \$ 968

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

Supplier Notes: Testing in lab only, no onsite testing.  
\$50.00 roundtrip fee for pick up / delivery.

# 7 RUBBER GLOVES AND SLEEVES

Salisbury Electroflex Class 0 Gloves (pairs)

Quantity: 100 UOM: EA Price: \$ 8.00 Total: \$ 800

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

Supplier Notes: Testing in lab only, no onsite testing.  
\$50.00 roundtrip fee for pickup / delivery.

# 8 RUBBER GLOVES AND SLEEVES

Sleeves (pairs)

Quantity: 50 UOM: EA Price: \$ 10.00 Total: \$ 500

Item Notes: Various Brands

Refer to Inventory Page within RFP#20-006

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

Supplier Notes: Testing in lab only, no onsite testing.  
\$50.00 roundtrip fee for pick up / delivery.



9 TESTING OF HOT LINE TOOLS

Titan Utility Services

Hot Sticks

Quantity: 52 UOM: EA Price: \$30.00 Total: \$1,560

Item Notes: Various Brands

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

10 TESTING OF HOT LINE TOOLS

Blankets

Quantity: 65 UOM: EA Price: \$12.00 Total: \$780

Item Notes: Various Brands

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

11 TESTING OF HOT LINE TOOLS

Ground Sets

Quantity: 50 UOM: EA Price: \$13.00 Total: \$650

Item Notes: Various Brands

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

12 TESTING OF HOT LINE TOOLS

Mechanical Jumpers

Quantity: 50 UOM: EA Price: \$15.00 Total: \$750

Item Notes: Various Brands

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

1  
3 TESTING OF HOT LINE TOOLS

Line Hoses/ Hoods

Quantity: 148 UOM: EAPrice: \$12.00Total: \$1,776Item Notes: Various Brands

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

1  
4 BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES & SLEEVES

Salisbury Electroflex Class II Gloves (pairs)

Quantity: 141 UOM: PairsPrice: \$35.00Total: \$Supplier Notes: Buy Back: \$35.00 Total:Replacement: \$ See Attached

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☒ Additional notes  
(Attach separate sheet)

1  
5 BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES & SLEEVES

Salisbury Electroflex Class III Gloves (pairs)

Quantity: 121 UOM: PairsPrice: \$50.00Total: \$Supplier Notes: Buy Back: \$50.00Replacement: See Attached

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)



**1** BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES & SLEEVES

**6**

Salisbury Electroflex Class 0 Gloves (pairs)

Quantity: 100 UOM: Pairs Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

- ☒ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**1** BUY BACK and REPLACEMENT of CSU's SALISBURY ELECTRO FLEX GLOVES & SLEEVES

**7**

Salisbury Sleeves (pairs)

Quantity: 50 UOM: Pairs Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

- ☒ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**1** Reinspection of Vehicle@ CSU

**8**

Quantity: 1 UOM: EA Price: \$ 75.00 Total: \$ 75

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**1** Reinspection of Vehicle at Repair Facility

**9**

Quantity: 1 UOM: EA Price: \$ 75.00 Total: \$ 75

Supplier Notes: \_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

## Supplier Information

Titan Utility Services

Company Name: Titan Utility Services

Contact Name: Brett Morrison

Address: 14146 Hwy 1064  
Tickfaw, LA 70466

Phone: 225-209-6300

Fax: \

Email: brettmorrison@titanutility.net

## Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Ashton L Trout  
Print Name

Ashton L Trout  
Signature

**March 10, 2022**

**Item No. 7.3.**

**Bullseye Site Services, LLC Franchise Agreement Ordinance First Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Bullseye Site Services, LLC for the collection of recyclables from commercial businesses and multi-family locations.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of this franchise agreement ordinance.

**Summary:** The proposed agreement would allow Bullseye Site Services, LLC to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

**Budget & Financial Summary:** N/A

**Attachments:**

1. Bullseye Site Services LLC - Recyclables Franchise Agreement



CONTRACT#: 22300260 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Name of Contractor:**

**CONTRACT TOTAL VALUE:** \$ N/A

**Grant Funded** ☐ Yes ☒ No  
If yes, what is the grant number:

**Debarment Check** ☐ Yes ☐ No ☒ N/A

**Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A

**Section 3 Plan Incl.** ☐ Yes ☐ No ☒ N/A

**Buy America Required** ☐ Yes ☐ No ☒ N/A

**Transparency Report** ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # \_\_\_\_\_ ☐ CHANGE ORDER # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Two City Council readings required for this Franchise Agreement; scheduled for March 10, 2022 & March 24, 2022.

(If required)\*

CRC Approval Date\*: N/A Council Approval Date\*: 3/10/22 & 3/24/22 Agenda Item No\*: \_\_\_\_\_

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only--*

Insurance Certificates: RU Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

2/2/2022

DATE \_\_\_\_\_

*John A. Haislet*  
LEGAL DEPARTMENT

2/2/2022

DATE \_\_\_\_\_

  
ASST CITY MGR – CFO

2/2/2022

DATE \_\_\_\_\_

**APPROVED & EXECUTED**

CITY MANAGER \_\_\_\_\_

DATE \_\_\_\_\_

MAYOR (if applicable)

DATE \_\_\_\_\_

CITY SECRETARY (if applicable)

DATE \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, BULLSEYE SITE SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

**WHEREAS**, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

**WHEREAS**, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

**WHEREAS**, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,**

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## ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.



- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

## **ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE**

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

## **ARTICLE III. PAYMENT AND TERM**

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

**3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20<sup>th</sup>) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

**3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

**3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

**3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20<sup>th</sup>) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
  - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
  - c. Any other information concerning the collections as required by the City's Representative.

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

## **ARTICLE VII. COLLECTION AND TRANSPORT**

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

## **ARTICLE IX. SERVICE COMPLAINTS**

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

## **ARTICLE X. DISPOSAL AND PROCESSING**

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

## **ARTICLE XI. VIOLATION AND PENALTY**

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## **ARTICLE XII. INSURANCE**

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

### ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

### ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
  - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
  - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.



**15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

**15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

**15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

**15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

|                                      |                                  |
|--------------------------------------|----------------------------------|
| City of College Station              | BULLSEYE SITE SERVICES, LLC      |
| Attn: Michael Lucas, Fiscal Services | Attn: Cameron Blackwood, Owner   |
| PO BOX 9960                          | 1744 Country Rd. 119             |
| College Station, TX 77842            | Caldwell, TX 77836               |
| mlucas@cstx.gov                      | cameron@bullseyesiteservices.com |

**15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

**15.15 Public Meetings and Readings.** This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2022.
- b. Second Consideration & Approval on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**BULLSEYE SITE SERVICES, LLC**

By: Cameron Blackwood

Printed Name: Cameron Blackwood

Title: Owner

Date: 2/2/2022

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

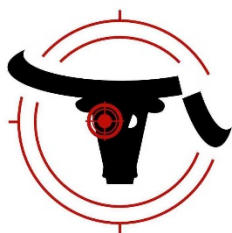
\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

John A. Haislet  
\_\_\_\_\_  
City Attorney  
Date: 2/2/2022

Jim Curtis  
\_\_\_\_\_  
Assistant City Manager/CFO  
Date: 2/2/2022

## EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rates are set forth below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
  - b. Impact on Existing Routes
  - c. Ingress and Egress Capabilities
  - d. Special Requests by Customers
  - e. Frequency of Collections
  - f. Volume of Materials
  - g. Type of Materials
  - h. External Contributing Conditions of Market Costs



**BULLSEYE**  
**SITE SERVICES**

**979-587-2021**

### 30 Yard Dumpster

|                                 |          |
|---------------------------------|----------|
| Cost/Pull (+tonnage @ \$32/ton) | \$315.00 |
| Relocation                      | \$100.00 |

### 21 Yard Dumpster

|                                 |          |
|---------------------------------|----------|
| Cost/Pull (+tonnage @ \$32/ton) | \$275.00 |
| Relocation                      | \$100.00 |

### 17 Yard Dumpster

|                                 |          |
|---------------------------------|----------|
| Cost/Pull (+tonnage @ \$32/ton) | \$275.00 |
| Relocation                      | \$100.00 |

### 13 Yard Dumpster

|                                 |          |
|---------------------------------|----------|
| Cost/Pull (+tonnage @ \$32/ton) | \$275.00 |
| Relocation                      | \$100.00 |

## **EXHIBIT B. INSURANCE REQUIREMENTS**

Throughout the term of this Agreement the Contractor must comply with the following:

### **I. Standard Insurance Policies Required:**

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

### **II. General Requirements Applicable to All Policies:**

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### **III. Commercial General Liability**

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:  
premises/operations with separate aggregate; independent contracts;  
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

#### **V. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## **EXHIBIT C. CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                              |  |                                                                                                                                                                                                                                                                   |  |
|------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>J.S. Ward and Son, Inc.<br>101 South Fourth Street<br>Artesia NM 88210-2177                               |  | <b>CONTACT NAME:</b> Terry Hummel<br><b>PHONE (A/C, No, Ext):</b> (575)746-2796<br><b>E-MAIL ADDRESS:</b> terryh@jswardandson.com<br><b>FAX (A/C, No):</b> (575)746-4244                                                                                          |  |
| <b>INSURED</b><br>Bullseye Site Services, LLC<br>Bullseye Roll Off Dumpsters, LLC<br>1744 County Rd 119<br>Caldwell TX 77836 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Penn-America Insurance Company<br><b>INSURER B:</b> Progressive County Mutual Ins Co<br><b>INSURER C:</b> Texas Mutual Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                              |  | <b>NAIC #</b><br>32859                                                                                                                                                                                                                                            |  |

**COVERAGES****CERTIFICATE NUMBER: 22.23 GL BA; 21.22 WC****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                               | ADDL INSD                                                          | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|-----------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                | X                                                                  |          | PAV0292475    | 1/27/2022               | 1/27/2023               | EACH OCCURRENCE \$ 1,000,000                                                    |                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                  |                                                                    |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                            |                                   |
|          |                                                                                                                                                 |                                                                    |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                                               |                                   |
|          |                                                                                                                                                 |                                                                    |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |                                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                                    |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |                                   |
|          | OTHER:                                                                                                                                          |                                                                    |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ Included                                              |                                   |
|          |                                                                                                                                                 |                                                                    |          |               |                         |                         | Deductible \$ 500                                                               |                                   |
| B        | AUTOMOBILE LIABILITY                                                                                                                            | X                                                                  |          | 955606536     | 1/27/2022               | 1/27/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |                                   |
|          | <input type="checkbox"/> ANY AUTO                                                                                                               |                                                                    |          |               |                         |                         | <input checked="" type="checkbox"/> SCHEDULED AUTOS                             | BODILY INJURY (Per person) \$     |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                                                        |                                                                    |          |               |                         |                         | <input checked="" type="checkbox"/> NON-OWNED AUTOS                             | BODILY INJURY (Per accident) \$   |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                                                                                 |                                                                    |          |               |                         |                         |                                                                                 | PROPERTY DAMAGE (Per accident) \$ |
|          |                                                                                                                                                 |                                                                    |          |               |                         |                         | \$                                                                              |                                   |
|          | UMBRELLA LIAB                                                                                                                                   |                                                                    |          |               |                         |                         | EACH OCCURRENCE \$                                                              |                                   |
|          | EXCESS LIAB                                                                                                                                     |                                                                    |          |               |                         |                         | AGGREGATE \$                                                                    |                                   |
|          | DED                                                                                                                                             |                                                                    |          |               |                         |                         | \$                                                                              |                                   |
|          | RETENTION \$                                                                                                                                    |                                                                    |          |               |                         |                         |                                                                                 |                                   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                   | Y/N                                                                |          |               |                         |                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                     | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | Y        | 0002070598    | 11/24/2021              | 11/24/2022              | E.L. EACH ACCIDENT \$ 1,000,000                                                 |                                   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          |                                                                    |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                         |                                   |
|          |                                                                                                                                                 |                                                                    |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability includes Additional Insured with Primary and Non-contributory as per written contract.  
Work Comp includes Blanket Waiver of subrogation as per written contract. Business Auto includes Scheduled Additional insured. Insured Vehicle: 2013 Ford F250 Pickup, s/n: 1FT7W2BT9DEA32275

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                     |                                                                                                                                                                |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station<br>PO Box 9960<br>College Station, TX 77842 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                     | AUTHORIZED REPRESENTATIVE<br>Anna Whitmire/TEH                                                                                                                 |

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**March 10, 2022**

**Item No. 7.4.**

**Carters Creek Wastewater Treatment Plant Lift Station and Force Main - Gravity portion construction contract**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a construction contract with Elliott Construction in the amount of \$2,861,538 for the Carters Creek Wastewater Treatment Plant Lift Station and Force Main - Gravity Portion project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the contract and authorization for the City Manager to execute the contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This project includes the construction of a 36-inch gravity sewer main from the future Texas Independence Ballpark to near Green Jay Drive. The section of sewer main is part of the Carters Creek Diversion Lift Station and Force Main project but has been broken out as a separate construction project to be installed ahead of the park project. This line will provide sewer service for the park.

The Carters Creek Diversion Lift Station and Force Main project will divert flow from the Carters Creek wastewater treatment plant to the Lick Creek wastewater treatment plant. The project was identified in the Wastewater Master Plan as a necessity to decrease the demand at the Carters Creek WWTP. The lift station will be located at the plant and the force main and then gravity line will generally follow an overhead electric easement until Bradley Road, where it will be placed in a combination of right of way and city owned property.

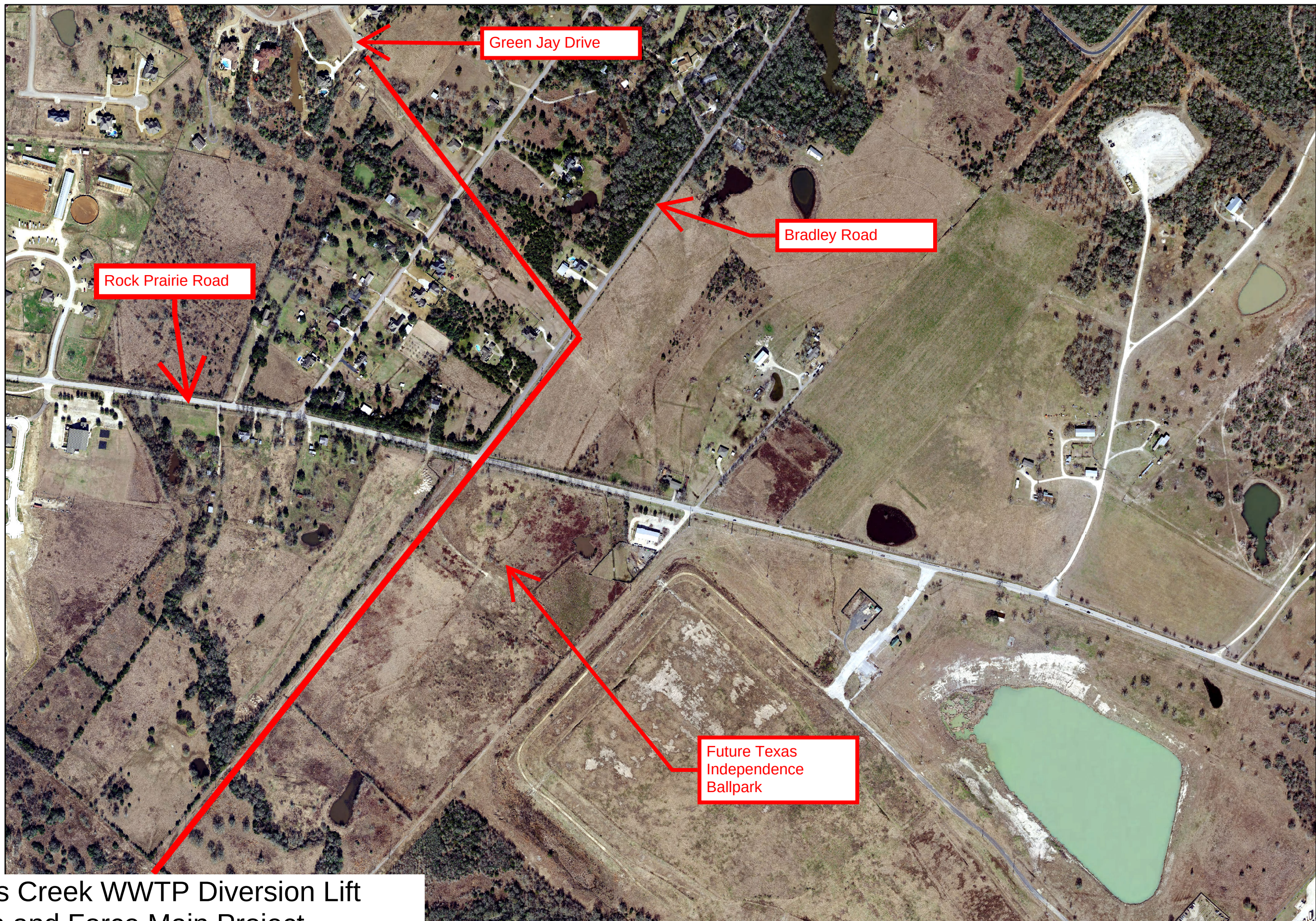
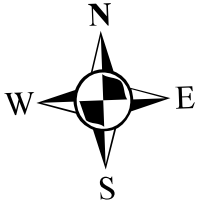
**Budget & Financial Summary:** Budget in the amount of \$3,500,000 is included for this project in the Wastewater Capital Improvement Projects Fund. Nothing has been expended or committed to date, leaving a balance of \$3,500,000 for this contract and future expenses.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

**Attachments:**

1. Carter Creek Gravity Main- Location Map
2. Carter Creek Gravity Main Bid Tab
3. WW2200 DRR (bond counsel signed)





Carters Creek WWTP Diversion Lift  
Station and Force Main Project  
Gravity sewer line portion only



CARTER CREEK DIVERSION TRUNKLINE  
Bid Opening December 16, 2021 at 2:00 p.m. CST  
BID FORM

| GENERAL CONSTRUCTION ITEMS                   |                                                           |       |      | Elliott Construction, LLC |               | Palasota Contracting LLC. |               | S.J. Lous Construction of Texas |               | Spiess Construction Co., Inc. |               |
|----------------------------------------------|-----------------------------------------------------------|-------|------|---------------------------|---------------|---------------------------|---------------|---------------------------------|---------------|-------------------------------|---------------|
| ITEM                                         | DESCRIPTION                                               | QTY   | UNIT | UNIT PRICE                | TOTAL         | UNIT PRICE                | TOTAL         | UNIT PRICE                      | TOTAL         | UNIT PRICE                    | TOTAL         |
| 1                                            | Mobilization complete for the sum of                      | 1     | LS   | \$ 125,000.00             | \$ 125,000.00 | \$ 159,000.00             | \$ 159,000.00 | \$ 250,000.00                   | \$ 250,000.00 | \$ 175,000.00                 | \$ 175,000.00 |
| 2                                            | Traffic Control complete for the sum of                   | 1     | LS   | \$ 3,500.00               | \$ 3,500.00   | \$ 10,000.00              | \$ 10,000.00  | \$ 10,000.00                    | \$ 10,000.00  | \$ 23,000.00                  | \$ 23,000.00  |
| 3                                            | Tree Protection complete for the sum of                   | 1     | LS   | \$ 5,800.00               | \$ 5,800.00   | \$ 1,000.00               | \$ 1,000.00   | \$ 9,000.00                     | \$ 9,000.00   | \$ 5,000.00                   | \$ 5,000.00   |
| 4                                            | Clearing and Grubbing complete for the sum of             | 9.3   | AC   | \$ 5,100.00               | \$ 47,430.00  | \$ 1,100.00               | \$ 10,230.00  | \$ 4,000.00                     | \$ 37,200.00  | \$ 3,000.00                   | \$ 27,900.00  |
| 5                                            | Erosion and Sedimentation Control complete for the sum of | 1     | LS   | \$ 45,000.00              | \$ 45,000.00  | \$ 5,000.00               | \$ 5,000.00   | \$ 40,000.00                    | \$ 40,000.00  | \$ 30,000.00                  | \$ 30,000.00  |
| 6                                            | Project Sign complete for the sum of                      | 2     | EA   | \$ 1,500.00               | \$ 3,000.00   | \$ 1,000.00               | \$ 2,000.00   | \$ 1,200.00                     | \$ 2,400.00   | \$ 3,500.00                   | \$ 7,000.00   |
| 7                                            | Trench Safety complete for the sum of                     | 5,204 | LF   | \$ 3.00                   | \$ 15,612.00  | \$ 2.00                   | \$ 10,408.00  | \$ 0.01                         | \$ 52.04      | \$ 1.00                       | \$ 5,204.00   |
| 8                                            | Hydromulch Seeding complete for the sum of                | 9.3   | AC   | \$ 2,600.00               | \$ 24,180.00  | \$ 300.00                 | \$ 2,790.00   | \$ 2,000.00                     | \$ 18,600.00  | \$ 1,500.00                   | \$ 13,950.00  |
| 9                                            | Bypass Pumping complete for the sum of                    | 1     | LS   | \$ 10,000.00              | \$ 10,000.00  | \$ 10,000.00              | \$ 10,000.00  | \$ 59,000.00                    | \$ 59,000.00  | \$ 36,000.00                  | \$ 36,000.00  |
| TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS |                                                           |       |      | \$ 279,522.00             |               | \$ 210,428.00             |               | \$ 426,252.04                   |               | \$ 323,054.00                 |               |

CLEARING AND DEMOLITION ITEMS

| ITEM                                            | DESCRIPTION                                                                                                  | QTY   | UNIT | UNIT PRICE   | TOTAL        | UNIT PRICE   | TOTAL        | UNIT PRICE   | TOTAL        | UNIT PRICE   | TOTAL        |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 10                                              | Remove and Replace Existing 42" RCP C76 Class III w/ ASTM C443 Rubber Gasket Culvert complete for the sum of | 25    | LF   | \$ 250.00    | \$ 6,250.00  | \$ 300.00    | \$ 7,500.00  | \$ 365.00    | \$ 9,125.00  | \$ 550.00    | \$ 13,750.00 |
| 11                                              | Remove and Replace Existing Barbed Wire Fence complete for the sum of                                        | 275   | LF   | \$ 22.00     | \$ 6,050.00  | \$ 10.00     | \$ 2,750.00  | \$ 16.00     | \$ 4,400.00  | \$ 40.00     | \$ 11,000.00 |
| 12                                              | Remove and Replace Existing Wood Fence complete for the sum of                                               | 52    | LF   | \$ 40.00     | \$ 2,080.00  | \$ 30.00     | \$ 1,560.00  | \$ 26.00     | \$ 1,352.00  | \$ 100.00    | \$ 5,200.00  |
| 13                                              | Remove and Replace Existing Driveway (Gravel/Flexbase) complete for the sum of                               | 1,102 | SY   | \$ 30.00     | \$ 33,060.00 | \$ 50.00     | \$ 55,100.00 | \$ 27.00     | \$ 29,754.00 | \$ 18.00     | \$ 19,836.00 |
| 14                                              | Remove and Replace Existing Asphalt Pavement complete for the sum of                                         | 38    | SY   | \$ 110.00    | \$ 4,180.00  | \$ 75.00     | \$ 2,850.00  | \$ 60.00     | \$ 2,280.00  | \$ 100.00    | \$ 3,800.00  |
| 15                                              | Remove and Dispose of Abandoned 4.5" Energy Transfer Gas Line complete for the sum of                        | 539   | LF   | \$ 10.00     | \$ 5,390.00  | \$ 15.00     | \$ 8,085.00  | \$ 35.00     | \$ 18,865.00 | \$ 20.00     | \$ 10,780.00 |
| 16                                              | Remove and Replace Existing Cattle Guard complete for the sum of                                             | 1     | EA   | \$ 2,100.00  | \$ 2,100.00  | \$ 2,000.00  | \$ 2,000.00  | \$ 7,000.00  | \$ 7,000.00  | \$ 2,500.00  | \$ 2,500.00  |
| TOTAL SECTION B - CLEARING AND DEMOLITION ITEMS |                                                                                                              |       |      | \$ 59,110.00 |              | \$ 79,845.00 |              | \$ 72,776.00 |              | \$ 66,866.00 |              |

C. TRUNK LINE ITEMS

| ITEM | DESCRIPTION                                                                                       | QTY   | UNIT | UNIT PRICE   | TOTAL           | UNIT PRICE   | TOTAL           | UNIT PRICE    | TOTAL           | UNIT PRICE   | TOTAL           |
|------|---------------------------------------------------------------------------------------------------|-------|------|--------------|-----------------|--------------|-----------------|---------------|-----------------|--------------|-----------------|
| 16   | Remove and Replace Existing Cattle Guard complete for the sum of                                  | 1     | EA   | \$ 2,100.00  | \$ 2,100.00     | \$ 1,000.00  | \$ 1,000.00     | \$ 70,000.00  | \$ 70,000.00    | \$ -         | \$ -            |
| 17   | 36" Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) by Open Cut complete for the sum of         | 5,126 | LF   | \$ 340.00    | \$ 1,742,840.00 | \$ 400.00    | \$ 2,050,400.00 | \$ 395.33     | \$ 2,026,461.58 | \$ 375.00    | \$ 1,922,250.00 |
| 18   | 36" Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) with Casing Spacers complete for the sum of | 336   | LF   | \$ 125.00    | \$ 42,000.00    | \$ 700.00    | \$ 235,200.00   | \$ 425.83     | \$ 143,078.88   | \$ 390.00    | \$ 131,040.00   |
| 19   | 48" - 0.625" Thick Steel Casing Pipe by Open Cut complete for the sum of                          | 78    | LF   | \$ 520.00    | \$ 40,560.00    | \$ 100.00    | \$ 7,800.00     | \$ 854.00     | \$ 66,612.00    | \$ 1,300.00  | \$ 101,400.00   |
| 20   | 48" - 0.625" Thick Steel Casing Pipe by Auger Bore complete for the sum of                        | 258   | LF   | \$ 998.00    | \$ 257,484.00   | \$ 1,000.00  | \$ 258,000.00   | \$ 1,195.40   | \$ 308,413.20   | \$ 2,200.00  | \$ 567,600.00   |
| 21   | Fiberglass Tee Base 5' Dia Sanitary Sewer Manhole (Up to 12' Depth) complete for the sum of       | 2     | EA   | \$ 34,800.00 | \$ 69,600.00    | \$ 20,000.00 | \$ 40,000.00    | \$ 30,080.00  | \$ 60,160.00    | \$ 28,500.00 | \$ 57,000.00    |
| 22   | Fiberglass Tee Base 5' Dia Sanitary Sewer Manhole (Over 12' Depth) complete for the sum of        | 4     | EA   | \$ 37,100.00 | \$ 148,400.00   | \$ 20,000.00 | \$ 80,000.00    | \$ 30,820.00  | \$ 123,280.00   | \$ 29,000.00 | \$ 116,000.00   |
| 23   | Force Main to Trunk Line Transition Structure with Odor Control complete for the sum of           | 1     | LS   | \$ 76,950.00 | \$ 76,950.00    | \$ 20,000.00 | \$ 20,000.00    | \$ 78,350.00  | \$ 78,350.00    | \$ 73,000.00 | \$ 73,000.00    |
| 24   | Sanitary Sewer Manhole Vent complete for the sum of                                               | 4     | EA   | \$ 7,050.00  | \$ 28,200.00    | \$ 10,000.00 | \$ 40,000.00    | \$ 5,000.00   | \$ 20,000.00    | \$ 7,000.00  | \$ 28,000.00    |
| 25   | Fiberglass 8' Diameter Doghouse Sanitary Sewer Manhole (Over 12' Depth) complete for the sum of   | 1     | EA   | \$ 82,000.00 | \$ 82,000.00    | \$ 60,000.00 | \$ 60,000.00    | \$ 102,530.00 | \$ 102,530.00   | \$ 80,000.00 | \$ 80,000.00    |

|                                    |                                                                    |       |    |                 |              |                 |             |                 |              |                 |             |
|------------------------------------|--------------------------------------------------------------------|-------|----|-----------------|--------------|-----------------|-------------|-----------------|--------------|-----------------|-------------|
| 26                                 | Post-Construction Television Inspection complete for the<br>sum of | 5,462 | LF | \$ 6.00         | \$ 32,772.00 | \$ 1.00         | \$ 5,462.00 | \$ 2.00         | \$ 10,924.00 | \$ 1.50         | \$ 8,193.00 |
| TOTAL SECTION C - TRUNK LINE ITEMS |                                                                    |       |    | \$ 2,522,906.00 |              | \$ 2,797,862.00 |             | \$ 3,009,809.66 |              | \$ 3,084,483.00 |             |
| TOTAL SECTIONS A + B + C           |                                                                    |       |    | \$ 2,861,538.00 |              | \$ 3,088,135.00 |             | \$ 3,508,837.70 |              | \$ 3,474,403.00 |             |

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,500,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 10th DAY OF March, 2022.

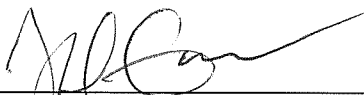
\_\_\_\_\_  
Karl Mooney, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

(Seal)

APPROVED:

A handwritten signature in black ink, appearing to be 'M. Horton', written over a horizontal line.

McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

## Exhibit "A"

The projects to be financed that are the subject of this Statement are:

### **Carters Creek Wastewater Treatment Plant Gravity Trunkline (\$3,500,000)**

This project is a spin-off of an existing funded Wastewater Capital Project. See details below. This portion of the trunkline will serve the future Southeast Park/Texas Independence Ballpark at Midtown. Since the rest of the diversion lift station and force main project is still under design and to avoid overlapping construction, the gravity portion of the diversion trunkline is being broken out as separate project.

This project includes the construction of a 36-inch gravity sewer main from Southeast Park to near Green Jay Drive. The section of sewer main is part of the Carter Creek Diversion Lift Station and Force Main project but has been broken out as a separate construction project to installed ahead of the Southeast Park project. This line will provide sewer service for the park.



**March 10, 2022**

**Item No. 7.5.**

Contract for crossing guard services

**Sponsor:** Billy Couch

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a contract for crossing guard services with All City Management Services, Inc, in an amount not to exceed \$108,356.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends Council accept this contract for Crossing Guard Services in the City.

**Summary:** All City Management Services, Inc is a provider of crossing guard services at local school zones. This company provides similar services in the City of Bryan and the contract submitted would provide for these services for the school zones in the City of College Station. The current coverage of the school zones creates a heavy demand for the police department. This contract removes the burden of school zone coverage from the police department, providing capacity for staff to cover other necessary demands.

**Budget & Financial Summary:** N/A

**Attachments:**

1. 22300275 - JU (CC 03.10.22)



CITY OF COLLEGE STATION  
Home of Texas A&M University®

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300275 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: School Crossing Guard Services

Name of Contractor: All City Management Services, Inc.

CONTRACT TOTAL VALUE: \$ 108,356.00

Grant Funded ☐ Yes ☒ No  
If yes, what is the grant number:                     

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☒ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL #        ☐ CHANGE ORDER #        ☐ OTHER                     

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)  
Funding Account: 10010300-5315

CRC Approval Date\*: 2/4/22 (If required)\* Council Approval Date\*: 3/10/22 Agenda Item No\*:           

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates:            Performance Bond: N/A Payment Bond: N/A Info Tech: N/A

## SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

## APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on           

Scanned into Laserfiche on           

Original(s) sent to Fiscal on

## **CITY OF COLLEGE STATION GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and **All City Management Services, Inc.** (the “Contractor”), for the following work: school crossing guard services as described in the Scope of Services attached as **Exhibit “A”**.

### **ARTICLE I PAYMENT AND TERM**

**1.01 Consideration.** In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **ONE HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND 00/100 DOLLARS (\$108,356.00)**.

**1.02 Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

**1.03 City’s Payment and Approval.** The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

**1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

**1.05 Executed Contract.** The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

### **ARTICLE II CHANGE ORDERS**

**2.01** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of

the City must approve such change order prior to commencement of the services or work; and

- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

### **ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS**

**3.01 Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

**3.02 Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the

acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

## **ARTICLE IV INSURANCE**

**4.01** The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

**4.02** The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "C"**. During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

**4.03 Types.** Contractor shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

**4.04 General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

**4.05 Commercial General Liability.** The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

**4.06 Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

**4.07 Workers’ Compensation/Employer’s Liability Insurance.** The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

## ARTICLE V INDEMNIFICATION AND RELEASE

**5.01 Indemnification.** The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of

any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract, to the extent caused by the negligent acts, omissions, or malfeasance of the Contractor, its officers, agents, servants, employers, or subcontractors. All other provisions regarding the same subject matter shall be declared void and of no effect.

**5.02 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder, to the extent caused by the negligent acts, omissions, or malfeasance of the Contractor, its officers, agents, servants, employers, or subcontractors. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance. All other provisions regarding the same subject matter shall be declared void and of no effect.

## **ARTICLE VI GENERAL TERMS**

**6.01 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

**6.02 Termination.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

**6.03 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

**6.04 Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.

**6.05 Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.



**6.06 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

**6.07 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

**6.08 Assignment.** This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

**6.09 Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**6.10 Prioritization.** Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

**6.11 Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

**6.12 Agree to Terms.** The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

**6.13 Effective Date.** This Contract goes into effect when duly approved by all the parties hereto.

**6.14 Notice.** Any official notice under this Contract will be sent to the following addresses:

**CITY OF COLLEGE STATION**

Attn: LT Kevin Harris  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
klharris@cstx.gov

**ALL CITY MANAGEMENT  
SERVICES, INC.**

Attn: David Mecusker  
10440 Pioneer BLVD, Suite 5  
Santa Fe Springs, CA 90670  
david@thecrossingguardcompany.com

**6.15 Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

**6.16 Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity.

**6.17 Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

**6.18 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

- (a) **Boycott Israel.** If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) **Boycott Firearms.** If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) **Boycott Energy Companies.** Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

**List of Exhibits**

- A.** Scope of Services
- B.** Payment Schedule
- C.** Certificates of Insurance

**ALL CITY MANAGEMENT  
SERVICES, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

## **ACMS Scope of Services**

- 1.** All City Management Services, Inc. will perform Crossing Guard services for the City of College Station for a one (1) year period; with the option for two one (1) year renewals for a total of three (3) years; starting with the 2022-2023 school year.
- 2.** ACMS will provide thirteen (13) personnel equipped and trained, according to Texas Law, in appropriate procedures and laws for crossing pedestrians in marked crosswalks and in school zones. Such personnel shall be herein referred to as Crossing Guards. ACMS is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be ACMS employees and not employees of the City of College Station.
- 3.** Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of College Station and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
- 4.** ACMS and all persons who are employed for assignment under this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, felonies, or crimes against children. ACMS understands no person registered as a sex offender or narcotics offender will be employed by ACMS as a crossing guard.
- 5.** An ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws of the State of Texas and the City of College Station Code of Ordinances pertaining to school zones, general pedestrian safety and school crossing areas.
- 6.** ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorists and themselves while serving as crossing guards.
- 7.** ACMS employees shall work to the highest professional standards and act in a courteous, respectful manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance that is neat, clean, well-groomed and properly uniformed.
- 8.** ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
- 9.** ACMS shall provide supervisory personnel ensuring that Crossing Guard activities are taking place at the required places and times, and in accordance with all terms of this agreement.
- 10.** ACMS shall maintain adequate reserve personnel to furnish alternate Crossing Guards if ACMS personnel fail to report for work at the assigned time and location and ACMS agrees to provide an immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own written call-out procedures.



## ALL CITY MANAGEMENT SERVICES

As a full-service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but not be limited to; recruitment, background clearance, training, equipment, safety uniforms, insurance, supervision and management of the City of College Station Crossing Guard Program.

**Proposed Hourly Rate: TWENTY DOLLARS AND FORTY-SIX CENTS (\$20.46) per hour, per guard.** This rate is based upon 8 crossing guards compensated an average of 2.0 hours per school day, 2 crossing guards compensated an average of 2.25 hours per school day, 1 crossing guard compensated an average of 2.5 hours per school day, 1 crossing guard compensated an average of 3.17 hours per school day and 1 crossing guard compensated for 3.25 hours per school day, for 180 school days annually. **Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 5,295 hours, we project a Not to Exceed price of \$108,356.**

Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. College Station is only billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the Department should desire any such additional equipment the additional cost would be billed to the City.

### ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670 Phone numbers: 310.202.8284 or 800.540.9290  
Fax number: 310.202.8325  
Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)  
24 Hour Emergency Dispatch: 877.363.2267

|                                              |                                    |
|----------------------------------------------|------------------------------------|
| General Manager: Baron Farwell:              | baron@thecrossingguardcompany.com  |
| Vice President of Operations: Patricia Pohl: | pat@thecrossingguardcompany.com    |
| Director of Marketing: Harlan Sims:          | harlan@thecrossingguardcompany.com |
| Comptroller Frank Luna:                      | frank@thecrossingguardcompany.com  |

**EXHIBIT B**  
**PAYMENT SCHEDULE**

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.



**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>Marsh &amp; McLennan Agency LLC</b><br><b>Marsh &amp; McLennan Ins. Agency LLC</b><br><b>350 S Grand Ave, Ste 3410</b><br><b>Los Angeles, CA 90071</b> | <b>CONTACT NAME:</b> Nicholas S Newell<br><b>PHONE (A/C, No, Ext):</b> 949 425 7312 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> nick.newell@marshmma.com                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------|-------|--------------------------------------|-------|-------------------------------------------------|-------|-----------------------------------------|-------|-------------|--|-------------|--|
| <b>INSURED</b><br><b>All City Management Services, Inc.</b><br><b>10440 Pioneer Blvd., Suite 5</b><br><b>Santa Fe Springs, CA 90670</b>                                      | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER B : Mercer Insurance Company</td> <td>14478</td> </tr> <tr> <td>INSURER C : Berkshire Hathaway Homestate Ins Co</td> <td>20044</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Landmark American Insurance Company | 33138 | INSURER B : Mercer Insurance Company | 14478 | INSURER C : Berkshire Hathaway Homestate Ins Co | 20044 | INSURER D : Lexington Insurance Company | 19437 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER A : Landmark American Insurance Company                                                                                                                              | 33138                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER B : Mercer Insurance Company                                                                                                                                         | 14478                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER C : Berkshire Hathaway Homestate Ins Co                                                                                                                              | 20044                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER D : Lexington Insurance Company                                                                                                                                      | 19437                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER E :                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |
| INSURER F :                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                                 |       |                                      |       |                                                 |       |                                         |       |             |  |             |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                      | ADDL INSR | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------|--------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | LHA141591                | 08/01/2021               | 08/01/2022               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                               |           |          |                          |                          |                          | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                               |           |          | 20000000182              | 08/01/2021               | 08/01/2022               | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$                                                                                                                                                                              |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                  |           | N/A      | ALWC344179<br>ALWC345830 | 01/01/2022<br>01/01/2022 | 01/01/2023<br>01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                  |
| D        | 1st Excess Layer                                                                                                                                                                                                                                                                       |           |          | 080877908                | 08/01/2021               | 08/01/2022               | \$1,000,000                                                                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of College Station is included as additional insured as respects to General Liability and Auto Liability per attached endorsements. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                              |                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of College Station</b><br><b>1101 Texas Ave.</b><br><b>College Station, TX 77840</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                                                                                                                                                             | <b>Location(s) Of Covered Operations</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. |                                          |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                                                                          |                                          |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

INSURED: All City Management Services, Inc.

POLICY#:

POLICY PERIOD:

TO:

**COMMERCIAL AUTO  
ECA 04 521 04 14**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Organization</b>                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE, OR USE OF A COVERED "AUTO". |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                                      |

The following is added to the **Who Is An Insured** paragraph under Section **II – Liability Coverage**:

The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

**A.** Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

**B.** Is executed after the date of "loss".

This paragraph does not apply if:

- 1.** The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
- 2.** You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

INSURED: All City Management Services, Inc.

POLICY #: ALWC344179

POLICY  
PERIOD: 01/01/2022

TO: 01/01/2023

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

INSURED: All City Management Services, Inc.

POLICY #: ALWC345830

POLICY  
PERIOD: 01/01/2022

TO: 01/01/2023

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                 |                                                           |                                                        |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------|---------------|
| <b>PRODUCER</b><br><br>CARL WINSTON<br>1451 W ARTESIA #10<br>GARDENA, CA. 90248 | <b>CONTACT NAME:</b> CARL WINSTON                         | <b>FAX (A/C, No):</b> 310-808-9196                     |               |
|                                                                                                                                                                 | <b>PHONE (A/C, No, Ext):</b> 310-808-9142                 | <b>E-MAIL ADDRESS:</b> CARL.WINSTON.T8J6@STATEFARM.COM |               |
| <b>INSURED</b><br><br>ALL CITY MANAGEMENT SERVICES, INC<br>10440 PIONEER BLVD #5<br>SANTA FE SPRINGS, CA. 90670                                                 | <b>INSURER(S) AFFORDING COVERAGE</b>                      |                                                        | <b>NAIC #</b> |
|                                                                                                                                                                 | INSURER A: State Farm Mutual Automobile Insurance Company |                                                        | 25178         |
|                                                                                                                                                                 | INSURER B:                                                |                                                        |               |
|                                                                                                                                                                 | INSURER C:                                                |                                                        |               |
|                                                                                                                                                                 | INSURER D:                                                |                                                        |               |
|                                                                                                                                                                 | INSURER E:                                                |                                                        |               |
| INSURER F:                                                                                                                                                      |                                                           |                                                        |               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL SUBR INSD WVD                  | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                                               |                                     |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y Y                                 | 711-6948-B01-75 | 08/1/2021               | 08/1/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                             |                                     |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                  | Y/N<br><input type="checkbox"/> N/A |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its council members, officials, officers, agents, and volunteers, are covered under Commercial Automobile Liability as it pertains to Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                         |                                                                                                                                                                                          |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of College Station<br>1101 Texas Ave.<br>College Station, TX 77840 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.                           |
|                                                                         | AUTHORIZED REPRESENTATIVE<br><br>Completed by an authorized State Farm representative. If signature |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or<br/>Organization(s):</b>                                    | <b>Location(s) Of Covered Operations</b> |
|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| CITY OF COLLEGE STATION<br>1101 TEXAS AVE.<br>COLLEGE STATION, TX. 77840                               | ONGOING OPERATIONS                       |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                          |

**A. Section II – Who Is An Insured** is amended to

include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. Additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**B. With respect to the insurance afforded to these**

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial Automobile Liability

**Named Insured: All City  
Management Services**

**Endorsement Effective Date:  
08-01-2021**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

CITY OF COLLEGE STATION  
1101 TEXAS AVE.  
COLLEGE STATION, TX. 77840

**The Transfer Of Rights Of Recovery Against  
Others To Us** condition does not apply to the  
Person(s) or organization(s) shown in the Schedule  
,but only to the extent that subrogation is waived prior  
To the "accident" or the "loss" under a contract with  
that person or organization.

**March 10, 2022**

**Item No. 7.6.**

Contract with Ubeo, LLC in the amount of \$105,823.20 for plotter and copier lease.

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a five-year plotter and copier lease agreement with Ubeo, LLC for \$105,823.20.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval of the contract

**Summary:** This new contract is to lease copiers and plotters rather than purchase them outright. The lease arrangement will allow City departments to have worry free use of copiers and or plotters through the typical life span of the hardware. The lease includes all parts, labor, preventative maintenance and supplies (excluding Paper). Supplies and service support are billed on a monthly volume over a group of leased copiers to maximize the volume city wide rather than by department. Should we go over then we will be billed a per copy charge for any overages on a quarterly basis. These leased machines can also provide secure print using assigned codes for users should the city decide to utilize the technology. They are all equipped with the typical options like scanning, fax, duplex, several paper drawers and sizes, OCR capability, staple finisher with hole punch and color print capability. There is a fair market purchase option at end of lease, or the vendor will pick up and recycle and the copier will be replaced with a new machine under a new lease. Training, delivery, and installation are included.

**Budget & Financial Summary:** Funds for this purchase will be acquired from various departments' operating budgets.

**Attachments:**

1. 22300146 UBEO Rentals Packet 021022



CITY OF COLLEGE STATION  
Home of Texas A&M University®

# CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300146 PROJECT#: \_\_\_\_\_ BID/RFP/RFQ#: \_\_\_\_\_

**Project Name / Contract Description:** Lease agreement for 2 HP T1600 Plotters and  
for 4 Ricoh IM C6000 Copiers. Lease for 5 year and includes Overage costs.

**Name of Contractor:** Ubeo of East Texas, LLC and Ubeo MIDCO dba Ubeo, LLC

**CONTRACT TOTAL VALUE:** \$ 105,823.20

**Grant Funded** ☐ Yes ☒ No  
If yes, what is the grant number:

**Debarment Check** ☐ Yes ☒ No ☐ N/A

**Davis Bacon Wages Used** ☐ Yes ☒ No ☐ N/A

**Section 3 Plan Incl.** ☐ Yes ☒ No ☐ N/A

**Buy America Required** ☐ Yes ☒ No ☐ N/A

**Transparency Report** ☐ Yes ☒ No ☐ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** \_\_\_\_\_ ☐ **CHANGE ORDER #** \_\_\_\_\_ ☐ **OTHER** \_\_\_\_\_

**BUDGETARY AND FINANCIAL INFORMATION** (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Total cost of the plotter and copier leases and overages include \$105,823.20 for 5 years. Funds will be acquired from various departments' operating budgets. Copiers are on DIR-TSO-4435 and Plotters are on PSA Contract 18-201 Cooperative Contracts

**CRC Approval Date\*:** 02/09/2022 *(If required)\** **Council Approval Date\*:** 03/10/22 **Agenda Item No\*:** \_\_\_\_\_

*--Section to be completed by Risk, Purchasing or City Secretary's Office Only--*

**Insurance Certificates:** \_\_\_\_\_ **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

## SIGNATURES RECOMMENDING APPROVAL

\_\_\_\_\_  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LEGAL DEPARTMENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASST CITY MGR – CFO

\_\_\_\_\_  
DATE

## APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

N/A

\_\_\_\_\_  
MAYOR (if applicable)

\_\_\_\_\_  
DATE

N/A

\_\_\_\_\_  
CITY SECRETARY (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*Original(s) sent to CSO on*

\_\_\_\_\_  
*Scanned into Laserfiche on*

\_\_\_\_\_  
*Original(s) sent to Fiscal on*



| CUSTOMER INFORMATION                                                                               |                    |                          |                                         |                                |
|----------------------------------------------------------------------------------------------------|--------------------|--------------------------|-----------------------------------------|--------------------------------|
| Bill To Full Customer Legal Name<br><b>City of College Station</b>                                 |                    |                          | Contact Person<br><b>David Provines</b> | Installation Site Key Operator |
| Street Address<br><b>PO Box 9960</b>                                                               |                    |                          | Title<br><b>0</b>                       | Title                          |
| Box/Suite/Routing                                                                                  |                    |                          | Telephone #<br><b>979-764-375x 3815</b> | Telephone #                    |
| City<br><b>College Station</b>                                                                     | State<br><b>TX</b> | Zip Code<br><b>77842</b> | Facsimile #<br><b>-</b>                 | Facsimile #                    |
| Installation Address (if different from above)<br><b>1101 Texas Ave, College Station, TX 77842</b> |                    |                          | e-mail<br><b>0</b>                      | e-mail                         |

| EQUIPMENT INFORMATION |      |       |                              |  |
|-----------------------|------|-------|------------------------------|--|
| Quantity              | Make | Item  | Description (or Accessories) |  |
| 1                     | 4    | Ricoh | IM C6000                     |  |
| 2                     | 2    | HP    | DesignJet T1600              |  |
| 3                     |      |       |                              |  |
| 4                     |      |       |                              |  |
| 5                     |      |       |                              |  |
| 6                     |      |       |                              |  |
| 7                     |      |       |                              |  |
| 8                     |      |       |                              |  |

|                                                        |                |                 |                                                                             |                  |
|--------------------------------------------------------|----------------|-----------------|-----------------------------------------------------------------------------|------------------|
| <b>Payment</b>                                         | <b>\$</b>      | <b>1,413.72</b> | <b>Term (Months)</b>                                                        | <b>60</b>        |
| <b>Payment Frequency</b>                               | <b>Monthly</b> |                 | <b>Image Meter Reading Frequency (QUARTERLY unless otherwise indicated)</b> | <b>Quarterly</b> |
| <b>B&amp;W Image Monthly Allowance</b>                 | <b>8000</b>    |                 | <b>Excess Per Image Charge (B&amp;W)</b>                                    | <b>\$0.00700</b> |
| <b>Color Image Monthly Allowance</b>                   | <b>4000</b>    |                 | <b>Excess Per Image Charge (Color)</b>                                      | <b>\$0.04250</b> |
| <b>Mono / Color Image Monthly Allowance - HP T1600</b> | <b>400</b>     |                 | <b>Excess Per Image Charge (Mono / Color - HP T1600)</b>                    | <b>\$0.25000</b> |
| <b>Low Density Image Monthly Allowance - HP T1600</b>  | <b>0</b>       |                 | <b>Excess Per Image Charge (Low Density - HP T1600)</b>                     | <b>\$0.35000</b> |
| <b>High Denstiy Image Monthly Allowance - HP T1600</b> | <b>0</b>       |                 | <b>Excess Per Image Charge (High Density - HP T1600)</b>                    | <b>\$0.55000</b> |

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

**BLACK Supplies Included** ☐ NO **COLOR Supplies Included** ☐ NO

|                  |                                                   |                                               |
|------------------|---------------------------------------------------|-----------------------------------------------|
| AGREEMENT NUMBER | <b>THIS AGREEMENT CANNOT BE TERMINATED EARLY.</b> | SALES REPRESENTATIVE<br><b>Boyd Sheffield</b> |
|------------------|---------------------------------------------------|-----------------------------------------------|

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) include:

☐ A ☐ B ☐ C

|               |                                                                                                         |                      |               |              |
|---------------|---------------------------------------------------------------------------------------------------------|----------------------|---------------|--------------|
| <b>Meters</b> | <input checked="" type="checkbox"/> Merlin <input type="checkbox"/> Fax <input type="checkbox"/> e-Mail | <b>Meter Contact</b> | <b>e-mail</b> | <b>Fax #</b> |
|---------------|---------------------------------------------------------------------------------------------------------|----------------------|---------------|--------------|

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

| CUSTOMER ACCEPTANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | OWNER ACCEPTANCE           |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------|-------|
| By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider. |                                      |                            |       |
| Company Name:<br><b>City of College Station</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Federal Tax ID:<br><b>74-6000534</b> | Owner:<br><b>UBEO, LLC</b> |       |
| By (Please Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      | By:                        |       |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      | Signature:                 |       |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date:                                | Title:                     | Date: |

| DELIVERY AND ACCEPTANCE                                                                                                                                                                                                                                                                |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional. |        |
| By (Please Print):                                                                                                                                                                                                                                                                     | Title: |
| Signature:                                                                                                                                                                                                                                                                             | Date:  |



## **Quote – Rental for City of College Station Legal, Community Development, Finance, & CMO DIR-TSO-4435**

### **(4) Ricoh IM C6000**

Single pass duplex feeder – high capacity 220-sheet  
120 / 240 images per minute scanning  
Auto color / BW detection  
Blank page removal  
Staple finisher with hole punch  
Bridge unit  
4 paper drawers & bypass tray  
OCR capabilities  
Fax board  
Surge protector

### **60-MONTH RENTAL \*\***

**\$1,073.72 / month**

Service Support & Supplies will include 8,000 black & white impressions per month, with overages billed quarterly at .007; and 4,000 color impressions per month, with overages billed quarterly at .0425. Includes all parts, labor, preventative maintenance and supplies (excluding paper). Loaner equipment provided as needed in rare instances.

*\*\* The purchase option at the end of the term is Fair Market Value. At the end of the term of the contract, the City of College Station has the option to buyout to own the device. If the city does not choose to own the unit, the unit will be picked up and contract cancelled at no additional cost to the City of College Station. \*\**

**Installation:** Included at no cost  
**Training:** Unlimited training at no cost  
**Delivery:** Included at no cost

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UBEO LLC CONFIDENTIAL Data  
City of College Station February 2022





## Proposal

### PSA Contract 18-201

#### (2) HP DesignJet T1600

Postscript printer  
36" width  
InkJet – 6 ink system  
Cutter & stacker

#### 60-MONTH RENTAL

**\$340 / month for both units**

Service Support & Supplies will include 400 mono / color square feet per month, with overages billed quarterly at .25; low-density clicks will be billed quarterly at .35 per square foot; high-density clicks will be billed quarterly at .55 per square foot. Includes all parts, labor, preventative maintenance and supplies (excluding paper & staples). Loaner equipment provided as needed in rare instances.

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**City of College Station**  
**DIR Calculation**  
**60-Month Contract**  
**Legal, Community Development, Finance, & CMO**  
**DIR-TSO-4435**

|                                        |                           |
|----------------------------------------|---------------------------|
| <b>Ricoh C6000</b>                     | <b>\$138.31</b>           |
| Finisher SR3260                        | \$19.71                   |
| Bridge Unit 3090                       | \$2.29                    |
| Paper Feed Unit PB3280                 | \$18.41                   |
| Fax Unit Type M37                      | \$14.46                   |
| ESP XG-PCS-15D (surge protector)       | \$3.86                    |
| <b>Standard Config subtotal</b>        | <b>\$197.04</b>           |
| <u>Options:</u>                        |                           |
| Punch Unit                             | \$11.15                   |
| OCR Option                             | \$3.74                    |
| <b>(1) Ricoh C6000 as Configured</b>   | <b>\$211.93</b>           |
| <b>(4) Ricoh C6000's as Configured</b> | <b>\$847.72</b>           |
| 8,000 black & white prints x .007      | \$56.00                   |
| 4,000 color prints x .0425             | \$170.00                  |
| <b>TOTAL 60-MONTH PRICING</b>          | <b>\$1,073.72 / month</b> |

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## Possible Overages – City of College Station

### (4) Ricoh C6000's

- 3,350 color prints per month x .0425 = \$150 per month
- 4 units x \$150 x 60 months = \$36,000 in overages over 5-year period

Overages for 4 Copiers Per Month = \$200 Per Year \$2,400 for 5 Years \$12,000.00

### (2) HP DesignJet T1600's

- 600 square feet x .25 = \$150 per month
- 2 units x \$150 x 60 months = \$18,000 in overages over 5-year period

Overages for 2 Plotters Per Month = \$150 Per Year \$1,800 for 5 Years \$9,000.00

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City of College Station February 2022

**C#22300146 UBEO OF EAST TEXAS,  
UBEO MIDCO, DBA UBEO LLC**

**Lease Agreement and Estimated Overage Costs for 5 Years (60 months)**

| Type                                             |  | Monthly<br>Rate TTL            | Annual Rate<br>For 2 | Annual For<br>2 Depts | 5 yr Cost     |
|--------------------------------------------------|--|--------------------------------|----------------------|-----------------------|---------------|
| 2 HP Plotters                                    |  | \$ 340.00                      | \$ 4,080.00          | \$ 2,040.00           | \$ 20,400.00  |
| Overage per Dept                                 |  | \$ 150.00                      | \$ 1,800.00          | \$ 900.00             | \$ 9,000.00   |
|                                                  |  |                                |                      |                       | \$ 29,400.00  |
|                                                  |  |                                |                      |                       |               |
| Type                                             |  | Monthly<br>Rate per<br>Copiers | Annual For<br>all 4  | Annual Per 4<br>dept  | 5 yr Cost     |
| 4 Copiers                                        |  | \$ 1,073.72                    | \$ 12,884.64         | \$ 3,221.16           | \$ 64,423.20  |
| Overage per Dept                                 |  | \$ 200.00                      | \$ 2,400.00          | \$ 1,200.00           | \$ 12,000.00  |
| Total Estimated 5 Year Cost for Lease & Overages |  |                                |                      |                       | \$ 76,423.20  |
|                                                  |  |                                |                      |                       |               |
| Grand Total of Plotter & Copier Leases, Overages |  |                                |                      |                       | \$ 105,823.20 |

|                               |            |                      |
|-------------------------------|------------|----------------------|
| C#22300146A                   | Lease Pymt | \$ 84,823.20         |
| C#22300146B                   | Overages   | \$ 21,000.00         |
| <b>TOTAL of 5 Yr Contract</b> |            | <b>\$ 105,823.20</b> |

**UMANAGE RENTAL AGREEMENT**  
**TERMS and CONDITIONS**

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the uManage Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay \$35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer monthly in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any fee charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBE0 LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBE0 LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to: parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver and white are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner,

and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBE0 LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

## Amendment

This Amendment amends that certain agreement by and between UBEO, LLC ("Owner") and City of College Station ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1733792 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The following is hereby added to section 2 entitled "**Payment**":

"Customer will pay invoiced amount within thirty (30) days according to the Texas Prompt Payment Act. (a) Customer shall notify Owner of an error or disputed amount in an invoice submitted or payment by Owner not later than the 21<sup>st</sup> day after the date Customer receives the invoice, and shall include in such notice a detailed statement of the amount of the invoice which is disputed. (b) If a dispute is resolved in favor of Owner, the Owner is entitled to receive interest on the unpaid balance of the invoice submitted by the Owner beginning on the date that the payment for the invoice is overdue. (c) If a dispute is resolved in favor of the Customer, the Owner shall submit a corrected invoice that must be paid in accordance with the Texas Prompt Payment Act. The unpaid balance accrues interest as provided by the Texas Prompt Payment Act if the corrected invoice is not paid by the appropriate date."

2. The sentence in section 2 entitled "**Payment**" which reads, "Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges," is hereby amended as follows:

The phrase "6%" is hereby deleted and replaced with "3%."

3. The sentence in section 2 entitled "**Payment**" which reads, "THIS AGREEMENT IS NON-CANCELABLE," is hereby deleted and replaced with the following:

"EXCEPT AS OTHERWISE PROVIDED IN THE NON-APPROPRIATIONS ADDENDUM, THIS AGREEMENT IS NON-CANCELABLE."

4. The sentence in section 4 entitled "**Term and Transition Billing**" which reads, "This Agreement is binding upon Customer on the date the Customer signs the Agreement," is hereby deleted and replaced with the following:

"This Agreement is binding upon both parties acceptance thereof."

5. The sentence in section 4 entitled "**Term and Transition Billing**" which reads, "Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date," is hereby deleted in its entirety.

6. The following is hereby added to the end of section 6 entitled "**Taxes and Fees**":

"Notwithstanding the foregoing, Customer will not be charged any sales tax, provided Customer furnishes Owner with documentation reflecting Customer's current sales tax exempt status and Customer maintains such tax exempt status throughout the Agreement term."

7. Section 8 entitled "**Collateral Protection, Liability and Insurance**" is hereby deleted in its entirety and replaced with the following:

"8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damages to or loss of the System and any losses while the System is in the Customer's possession. Customer agrees to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value, and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with Owner named as loss payee; and maintain comprehensive public liability insurance acceptable to Owner. In addition, Customer agrees to provide Owner with proof of such insurance or a written statement that Customer is self-insured to meet Customer's obligations hereunder no later than thirty (30) days following the commencement of this

Agreement, and thereafter upon written request. If Customer fails to obtain adequate insurance or fails to provide evidence of self-insurance acceptable to Owner as described herein within thirty (30) days of the commencement of the Agreement, Owner has the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect their interests. If Owner places insurance on the Equipment; (x) Owner will not name Customer as an insured and Customer's interests may not be fully protected; (y) Customer will pay Owner an amount for the premium which may be higher than the premium that Customer would pay if Customer placed the insurance independently and may result in a profit to Owner through an investment in reinsurance, and (z) any insurance proceeds received will be applied, at Owner's option, (i) to repair, restore or replace the Equipment, or (ii) to pay Owner the remaining balance of the Agreement plus Owner's estimated residual value, both discounted at 3% per year. Should Customer choose to comply with Customer's obligations hereunder through a plan of self-insurance, you agree that Owner shall enjoy rights and benefits under Customer's program of self-insurance that are no less broad than the rights and benefits Owner would have enjoyed as an additional insured and loss payee under a commercial insurance program."

8. Section 9 entitled "**Indemnity**" is hereby deleted in its entirety and replaced with the following:

"9. Indemnity: Owner shall indemnify, hold harmless, and defend the Customer, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by Owner under this Agreement. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect."

9. The following section is hereby added to the Agreement following section 9 entitled "**Indemnity**":

"Release. Owner assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Customer, its Council members, officials, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Customer's work to be performed hereunder. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect."

10. The sentence in section 13 entitled "**Warranty Disclaimer**" which reads, "CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT," is hereby amended as follows:

The phrase "ALL PAYMENTS UNDER THIS AGREEMENT" is hereby deleted and replaced with "ALL PAYMENTS UNDER THIS AGREEMENT IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT."

11. The sub-section in section 14 entitled "**Default and Remedies**" which reads, "(i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity," is hereby deleted and replaced with the following:

"(i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity in accordance with the Texas Prompt Payment Act,"

12. The sentence in section 14 entitled "**Default and Remedies**" which reads, "Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity," is hereby deleted and replaced with the following:



"Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay all past due amounts hereunder; and c) exercise any other remedy available at law or equity."

13. The sentence in section 15 entitled "**Business Agreement and Choice of Law**" which reads, "THE CUSTOMER AGREEDS THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE," is hereby deleted and replaced with the following:

"THE CUSTOMER AGREEDS THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE OF TEXAS, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT LOCATED IN BRAZOS COUNTY, TEXAS."

14. The sentence in section 17 entitled "**Other Rights**" which reads, "The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time," is hereby deleted and replaced with the following:

"The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time, unless those rights are barred by the statute of limitations."

15. The following is hereby added to the end of section 18 entitled "**UCC-2A Provisions**":

"Notwithstanding the foregoing, nothing contained in this section shall constitute a waiver of Customer's right to reject the Equipment prior to Customer's acceptance thereof, or a waiver of Customer's right to assert an independent claim for breach of warranty against Owner the Equipment manufacturer, to the extent applicable."

16. The sentence in section 20 entitled "**Miscellaneous**" which reads, "Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement," is hereby deleted in its entirety.

17. The sentence in section 20 entitled "**Miscellaneous**" which reads, "Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means," is hereby amended as follows:

The phrase "Customer agrees not to raise" is hereby deleted and replaced with "Customer and Owner agree not to raise."

18. The sentence in section 20 entitled "**Miscellaneous**" which reads, "Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof," is hereby deleted in its entirety.

19. The following is hereby added to the Agreement:

**"21. Insurance:**

- a. Owner shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services provided by Owner, its officers, agents, volunteers, and employees.
- b. Owner's insurance shall list the Customer, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in Exhibit A.

During the term of this Agreement, Owner's insurance policies shall meet the minimum requirements of this section.

- c. **Types.** Owner shall have the following types of insurance:
1. Commercial General Liability
  2. Business Automobile Liability; and
  3. Workers' Compensation/Employer's Liability
- d. **General Requirements Applicable to All Policies.** The following general requirements applicable to all policies shall apply:
1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
  2. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the Customer's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit A; and shall be approved by the Customer before work begins.
  3. Owner shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
  4. Customer will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
  5. Customer will not accept 'claims made' policies.
  6. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the Customer.
- e. **Commercial General Liability.** The following Commercial General Liability requirements shall apply:
1. General Liability insurance shall be written by a carrier rated 'A:VIII' or better under the current A. M. Best Key Rating Guide.
  2. Policies shall contain an endorsement listing the Customer as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the Customer may have or obtain.
  3. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
  4. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the Customer's review and acceptance.
  5. The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.
- f. **Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:
1. Business Automobile Liability insurance shall be written by a carrier rated 'A:VIII' or better under the current A. M. Best Key Rating Guide.
  2. Policies shall contain an endorsement listing the Customer as Additional Insured and further providing 'primary and non-contributory' language with regard to self-insurance or any insurance the Customer may have or obtain.
  3. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
  4. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
  5. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
- g. **Workers' Compensation/Employer's Liability Insurance.** The following Workers' Compensation Insurance shall include the following terms:
1. Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;

2. 'Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04' shall be included in this policy; and
3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: 'All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY'."

20. Customer agrees that this Agreement shall be construed as though such deleted sentence had never appeared in the Agreement form (i.e. no inferences shall be drawn from the removal of that sentence from the Agreement).

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

\_\_\_\_\_  
 UBEO, LLC  
 \_\_\_\_\_  
 Owner  
 By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name & Title  
 Date Accepted: \_\_\_\_\_

\_\_\_\_\_  
 City of College Station  
 \_\_\_\_\_  
 Customer  
 By: **X** \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name & Title  
 Date: \_\_\_\_\_

## NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between UBEO LLC ("we", "us", "our") and City of College Station ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1733792 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

#### GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

#### OUR SIGNATURE

UBEO of Austin, Inc.

SIGNATURE

PRINT NAME & TITLE

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                   |  |                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b> Lockton Companies<br>1185 Avenue of the Americas, Suite 2010<br>New York NY 10036<br>646-572-7300 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> |  |
|                                                                                                                   |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                    |  |
|                                                                                                                   |  | <b>INSURER A:</b> Travelers Property Casualty Co of America                                             |  |
|                                                                                                                   |  | <b>INSURER B:</b> Texas Mutual Insurance Company                                                        |  |
|                                                                                                                   |  | <b>INSURER C:</b>                                                                                       |  |
|                                                                                                                   |  | <b>INSURER D:</b>                                                                                       |  |
|                                                                                                                   |  | <b>INSURER E:</b>                                                                                       |  |
|                                                                                                                   |  | <b>INSURER F:</b>                                                                                       |  |

**COVERAGES** **CERTIFICATE NUMBER:** 18237220 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pol Agg: \$10,000,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | 630-7R13315A                   | 11/7/2021               | 11/7/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br>Comp \$1,000 Coll \$1,000                                                                     | Y         | Y        | 810-3L875773                   | 11/7/2021               | 11/7/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$ 10,000                                                                                                                                                                                                              | Y         | Y        | CUP-9K882915                   | 11/7/2021               | 11/7/2022               | EACH OCCURRENCE \$ 25,000,000<br>AGGREGATE \$ 25,000,000<br>\$ XXXXXXXX                                                                                                                                                                           |
| A<br>B   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                           | Y/N<br>N  | Y        | UB-3L967796<br>0001324173 (TX) | 11/7/2021<br>5/1/2021   | 11/7/2022<br>5/1/2022   | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of College Station, its officers, agents, volunteers and employees are included as Additional Insured with respects to the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract. 30 days' notice of cancellation applies except for 10 days non payment of premium.

## CERTIFICATE HOLDER

**18237220**  
 City of College Station  
 Attn: Risk Manager  
 1101 Texas Avenue  
 College Station, TX 77840

## CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of College Station Attn: Risk Manager  
1101 Texas Avenue  
College Station,, TX 77840

Dear **UBEO, LLC** certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

**Your Holder ID number is 18237220.**

Email: [UBEOcertrequests@lockton.com](mailto:UBEOcertrequests@lockton.com)

- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

**March 10, 2022**

**Item No. 7.7.**

**T-Shirts, Caps, Polos & Miscellaneous Clothing Items**

**Sponsor:** Michael DeHaven, Assistant Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding approval of annual price agreements with C.C. Creations for \$75,000 and M&M Apparel for \$50,000 totaling an estimated annual not-to-exceed amount of \$125,000.

**Relationship to Strategic Goals:**

Financially Sustainable City  
Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the price agreements with C.C. Creations and M&M Apparel.

**Summary:** December 2021, Purchasing Staff formally solicited sealed proposals to establish City-wide annual price agreements for the purchase of t-shirts, polos, caps and miscellaneous clothing items. Three (3) responses were received, evaluated, and scored by a committee made up of representatives from various City departments. Upon final evaluation and scoring, it was determined that C.C. Creations and M&M Apparel submitted the highest-ranking proposals offering the best value. Both have local storefronts and a positive history of providing goods and services to the City. The third response received is not being recommended for award as their proposal did not satisfy the requirements set forth in the Request for Proposal.

The awarded price agreements shall be effective for a term of one (1) year with firm fixed unit prices and discounts. Upon completion of the initial term and mutual agreement of all parties, the price agreements may be renewed for up to two (2) additional one (1) year terms. Recommended award amounts are based on historical expenditures and projected departmental needs related to the items and services that will be covered by the agreements.

**Budget & Financial Summary:** Funds are available and budgeted within each department's operational funds.

**Attachments:**

1. 22-036 Vendor Unit Pricing Awards



## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                                                                                               |                                                                                                                                                        |              |             |                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| TOPS                                                                                                                                                   | M&M Apparel                                                                                                                                            |              |             | CC CREATIONS                                                                                                                                           |
| Item 1: Adult NBA Logo Reversible Game Jersey. Double Ply, Extreme Tear Drop Fully Reversible Jersey-Soft Cool Hand, Lightweight Basketball Mock Mesh. | Item 1: Adult NBA Logo Reversible Game Jersey. Double Ply, Extreme Tear Drop Fully Reversible Jersey-Soft Cool Hand, Lightweight Basketball Mock Mesh. |              |             | Item 1: Adult NBA Logo Reversible Game Jersey. Double Ply, Extreme Tear Drop Fully Reversible Jersey-Soft Cool Hand, Lightweight Basketball Mock Mesh. |
| Estimated Annual Quantity: 900                                                                                                                         | Item Bid If Different from Example Brand:                                                                                                              |              |             | Item Bid If Different from Example Brand:                                                                                                              |
| Example Brand: Alleson Athletic - A105LA                                                                                                               | Manufacturer:                                                                                                                                          |              |             | Manufacturer:                                                                                                                                          |
| Material: 100% Extreme Tear Drop Cationic Colorfast Polyester With Moisture Management Fibers                                                          |                                                                                                                                                        |              |             |                                                                                                                                                        |
| Weight: Not listed                                                                                                                                     | Material & Weight:                                                                                                                                     |              |             | Material & Weight:                                                                                                                                     |
| PRICE PER ITEM                                                                                                                                         | White                                                                                                                                                  | Light Colors | Dark Colors | White      Light Colors      Dark Colors                                                                                                               |
| Special Order; As required (1-11 each)                                                                                                                 | \$ -                                                                                                                                                   | \$ -         | \$ 25.98    | \$ 19.00      \$ 19.00      \$ 19.00                                                                                                                   |
| Specify Standard Order Quantity: 12- _____ each                                                                                                        | \$ -                                                                                                                                                   | \$ -         | \$ 22.98    | \$ 18.00      \$ 18.00      \$ 18.00                                                                                                                   |
| Specify Large Order Quantity: Over _____ each                                                                                                          | \$ -                                                                                                                                                   | \$ -         | \$ 16.82    | \$ 17.50      \$ 17.50      \$ 17.50                                                                                                                   |
| Sizes: 2XL-3XL                                                                                                                                         | \$ -                                                                                                                                                   | \$ -         | \$ 1.50     | \$ -      \$ -      \$ -                                                                                                                               |
| Sizes: 4XL-5XL                                                                                                                                         | \$ -                                                                                                                                                   | \$ -         | \$ -        | \$ -      \$ -      \$ -                                                                                                                               |
|                                                                                                                                                        |                                                                                                                                                        |              |             |                                                                                                                                                        |
| Item 2: Youth Logo's Reversible NBA Jersey. Double Ply, Extreme Tear Drop Full Reversible Jersey- Soft, Cool Hand, Lightweight Basketball Mock Mesh.   | Item 2: Youth Logo's Reversible NBA Jersey. Double Ply, Extreme Tear Drop Full Reversible Jersey- Soft, Cool Hand, Lightweight Basketball Mock Mesh.   |              |             | Item 2: Youth Logo's Reversible NBA Jersey. Double Ply, Extreme Tear Drop Full Reversible Jersey- Soft, Cool Hand, Lightweight Basketball Mock Mesh.   |
| Estimated Annual Quantity: 900                                                                                                                         | Item Bid If Different from Example Brand:                                                                                                              |              |             | Item Bid If Different from Example Brand:                                                                                                              |
| Example Brand: Alleson Athletic - A105LY                                                                                                               | Manufacturer:                                                                                                                                          |              |             | Manufacturer:                                                                                                                                          |
| Material: 100% Extreme Tear Drop Cationic Colorfast Polyester With Moisture Management Fibers                                                          |                                                                                                                                                        |              |             |                                                                                                                                                        |
| Weight: Not listed                                                                                                                                     | Material & Weight:                                                                                                                                     |              |             | Material & Weight:                                                                                                                                     |
| PRICE PER ITEM                                                                                                                                         | White                                                                                                                                                  | Light Colors | Dark Colors | White      Light Colors      Dark Colors                                                                                                               |
| Special Order; As required (1-11 each)                                                                                                                 | \$ -                                                                                                                                                   | \$ -         | \$ 25.98    | \$ 18.00      \$ 18.00      \$ 18.00                                                                                                                   |
| Specify Standard Order Quantity: 12- _____ each                                                                                                        | \$ -                                                                                                                                                   | \$ -         | \$ 22.98    | \$ 16.50      \$ 16.50      \$ 16.50                                                                                                                   |
| Specify Large Order Quantity: Over _____ each                                                                                                          | \$ -                                                                                                                                                   | \$ -         | \$ 16.82    | \$ 16.00      \$ 16.00      \$ 16.00                                                                                                                   |
| Sizes: 2XL-3XL                                                                                                                                         | \$ -                                                                                                                                                   | \$ -         | \$ -        | \$ -      \$ -      \$ -                                                                                                                               |
| Sizes: 4XL-5XL                                                                                                                                         | \$ -                                                                                                                                                   | \$ -         | \$ -        | \$ -      \$ -      \$ -                                                                                                                               |
|                                                                                                                                                        |                                                                                                                                                        |              |             |                                                                                                                                                        |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                                             |                                                                            |              |             |                                                                            |              |             |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------|-------------|----------------------------------------------------------------------------|--------------|-------------|
| TOPS                                                                                                 | M&M Apparel                                                                |              |             | CC CREATIONS                                                               |              |             |
| Item 3: Adult B-Core Long-Sleeve Performance Tee                                                     | Item 3: Adult B-Core Long-Sleeve Performance Tee                           |              |             | Item 3: Adult B-Core Long-Sleeve Performance Tee                           |              |             |
| Estimated Annual Quantity: 100                                                                       | Item Bid If Different from Example Brand:                                  |              |             | Item Bid If Different from Example Brand:                                  |              |             |
| Example Brand: Badger 4104 - B-Core L/S Tee                                                          | Manufacturer:                                                              |              |             | Manufacturer:                                                              |              |             |
| Material: 100% Polyester moisture management & antimicrobial performance fabric. Self fabric collar. | Product/Style N.:                                                          |              |             | Product/Style N.:                                                          |              |             |
| Weight: 3.5 oz                                                                                       | Material & Weight:                                                         |              |             | Material & Weight:                                                         |              |             |
| PRICE PER ITEM                                                                                       | White                                                                      | Light Colors | Dark Colors | White                                                                      | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                                               | \$ 14.10                                                                   | \$ -         | \$ 14.10    | \$ 11.50                                                                   | \$ 11.50     | \$ 11.50    |
| Specify Standard Order Quantity: 12-_____each                                                        | \$ 12.10                                                                   | \$ -         | \$ 12.10    | \$ 10.00                                                                   | \$ 10.00     | \$ 10.00    |
| Specify Large Order Quantity: Over _____each                                                         | \$ 9.30                                                                    | \$ -         | \$ 9.30     | \$ 9.50                                                                    | \$ 9.50      | \$ 9.50     |
| Sizes: 2XL-3XL                                                                                       | \$ 1.50                                                                    | \$ -         | \$ 1.50     | 1.50/3.50                                                                  | 1.50/3.50    | 1.50/3.50   |
| Sizes: 4XL-5XL                                                                                       | \$ 1.50                                                                    | \$ -         | \$ 1.50     | 5.00/7.00                                                                  | 5.00/7.00    | 5.00/7.00   |
|                                                                                                      |                                                                            |              |             |                                                                            |              |             |
| Item 4: Adult B-Core Short-Sleeve Performance Tee                                                    | Item 4: Adult B-Core Short-Sleeve Performance Tee                          |              |             | Item 4: Adult B-Core Short-Sleeve Performance Tee                          |              |             |
| Estimated Annual Quantity: 70                                                                        | Item Bid If Different from Example Brand:                                  |              |             | Item Bid If Different from Example Brand:                                  |              |             |
| Example Brand: Badger 4120 - B-Core Tee                                                              | Manufacturer:                                                              |              |             | Manufacturer:                                                              |              |             |
| Material: 100% Polyester moisture management & antimicrobial performance fabric                      | Product/Style N.:                                                          |              |             | Product/Style N.:                                                          |              |             |
| Weight: 3.5 oz                                                                                       | Material & Weight:                                                         |              |             | Material & Weight:                                                         |              |             |
| PRICE PER ITEM                                                                                       | White                                                                      | Light Colors | Dark Colors | White                                                                      | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                                               | \$ 9.90                                                                    | \$ -         | \$ 9.90     | \$ 9.00                                                                    | \$ 9.00      | \$ 9.00     |
| Specify Standard Order Quantity: 12-_____each                                                        | \$ 7.90                                                                    | \$ -         | \$ 7.90     | \$ 7.00                                                                    | \$ 7.00      | \$ 7.00     |
| Specify Large Order Quantity: Over _____each                                                         | \$ 6.42                                                                    | \$ -         | \$ 6.42     | \$ 6.65                                                                    | \$ 6.65      | \$ 6.65     |
| Sizes: 2XL-3XL                                                                                       | \$ 1.00                                                                    | \$ -         | \$ 1.00     | 1.50/3.50                                                                  | 1.50/3.50    | 1.50/3.50   |
| Sizes: 4XL-5XL                                                                                       | \$ 2.00                                                                    | \$ -         | \$ 2.00     | 5.00/7.00                                                                  | 5.00/7.00    | 5.00/7.00   |
|                                                                                                      |                                                                            |              |             |                                                                            |              |             |
| Item 5: Men's Relaxed Fit, Midweight Long-Sleeve T-Shirt That Fights Sweat                           | Item 5: Men's Relaxed Fit, Midweight Long-Sleeve T-Shirt That Fights Sweat |              |             | Item 5: Men's Relaxed Fit, Midweight Long-Sleeve T-Shirt That Fights Sweat |              |             |
| Estimated Annual Quantity: 110                                                                       | Item Bid If Different from Example Brand:                                  |              |             | Item Bid If Different from Example Brand:                                  |              |             |
| Example Brand: Carhartt Force® Cotton Delmont Long-Sleeve T-Shirt 100393                             | Manufacturer:                                                              |              |             | Manufacturer:                                                              |              |             |
| Material: Cotton/poly blend. Fast Dry® technology wicks away sweat.                                  | Product/Style N.:                                                          |              |             | Product/Style N.:                                                          |              |             |
| Weight: 5.75 oz                                                                                      | Material & Weight:                                                         |              |             | Material & Weight:                                                         |              |             |
|                                                                                                      |                                                                            |              |             |                                                                            |              |             |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                         |                                                                                  |              |             |                                                                                  |              |             |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------|-------------|----------------------------------------------------------------------------------|--------------|-------------|
| TOPS                                                                             |                                                                                  | M&M Apparel  |             |                                                                                  | CC CREATIONS |             |
| PRICE PER ITEM                                                                   | White                                                                            | Light Colors | Dark Colors | White                                                                            | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                           | \$ 39.00                                                                         | \$ -         | \$ 39.00    | \$ 28.50                                                                         | \$ 28.50     | \$ 28.50    |
| Specify Standard Order Quantity: 12-_____ each                                   | \$ 37.00                                                                         | \$ -         | \$ 37.00    | \$ 27.50                                                                         | \$ 27.50     | \$ 27.50    |
| Specify Large Order Quantity: Over _____ each                                    | \$ 25.35                                                                         | \$ -         | \$ 25.35    | \$ 27.00                                                                         | \$ 27.00     | \$ 27.00    |
| Sizes: 2XL-3XL                                                                   | \$ 3.25                                                                          | \$ -         | \$ 3.25     | 1.50/4.00                                                                        | 1.50/4.00    | 1.50/4.00   |
| Sizes: 4XL-5XL                                                                   | \$ -                                                                             | \$ -         | \$ -        | \$ 4.50                                                                          | \$ 4.50      | \$ 4.50     |
|                                                                                  |                                                                                  |              |             |                                                                                  |              |             |
| Item 6: Men's Relaxed Fit, Midweight Cotton/Poly Blend T-Shirt That Fights Sweat | Item 6: Men's Relaxed Fit, Midweight Cotton/Poly Blend T-Shirt That Fights Sweat |              |             | Item 6: Men's Relaxed Fit, Midweight Cotton/Poly Blend T-Shirt That Fights Sweat |              |             |
| Estimated Annual Quantity: 55                                                    | Item Bid If Different from Example Brand:                                        |              |             | Item Bid If Different from Example Brand:                                        |              |             |
| Example Brand: Carhartt Force® Cotton Delmont Short-Sleeve T-Shirt 100410        | Manufacturer:                                                                    |              |             | Manufacturer:                                                                    |              |             |
| Material: Cotton/poly blend. Fast Dry® technology wicks away sweat.              | Product/Style N.:                                                                |              |             | Product/Style N.:                                                                |              |             |
| Weight: 5.75 oz                                                                  | Material & Weight:                                                               |              |             | Material & Weight:                                                               |              |             |
| PRICE PER ITEM                                                                   | White                                                                            | Light Colors | Dark Colors | White                                                                            | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                           | \$ 28.60                                                                         | \$ -         | \$ 28.60    | \$ 21.25                                                                         | \$ 21.25     | \$ 21.25    |
| Specify Standard Order Quantity: 12-_____ each                                   | \$ 26.60                                                                         | \$ -         | \$ 26.60    | \$ 20.25                                                                         | \$ 20.25     | \$ 20.25    |
| Specify Large Order Quantity: Over _____ each                                    | \$ 18.59                                                                         | \$ -         | \$ 18.59    | \$ 19.75                                                                         | \$ 19.75     | \$ 19.75    |
| Sizes: 2XL-3XL                                                                   | \$ 3.25                                                                          | \$ -         | \$ 3.25     | 1.50/4.00                                                                        | 1.50/4.00    | 1.50/4.00   |
| Sizes: 4XL-5XL                                                                   | \$ -                                                                             | \$ -         | \$ -        | \$ 4.50                                                                          | \$ 4.50      | \$ 4.50     |
|                                                                                  |                                                                                  |              |             |                                                                                  |              |             |
| Item 7: Adult Short-Sleeve Tee, Soft washed garment dyed fabric                  | Item 7: Adult Short-Sleeve Tee, Soft washed garment dyed fabric                  |              |             | Item 7: Adult Short-Sleeve Tee, Soft washed garment dyed fabric                  |              |             |
| Estimated Annual Quantity: 885                                                   | Item Bid If Different from Example Brand:                                        |              |             | Item Bid If Different from Example Brand:                                        |              |             |
| Example Brand: Comfort Colors 1717                                               | Men's T- Shirts and Women's V neck T- shirts                                     |              |             | Men's T- Shirts and Women's V neck T- shirts                                     |              |             |
| Material: 100% ring spun cotton (Comfort Cotton)                                 | Manufacturer: Product/Style N.:                                                  |              |             | Manufacturer: Product/Style N.:                                                  |              |             |
| Weight: 6.1 oz                                                                   | Material & Weight:                                                               |              |             | Material & Weight:                                                               |              |             |
| PRICE PER ITEM                                                                   | White                                                                            | Light Colors | Dark Colors | White                                                                            | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                           | \$ 12.38                                                                         | \$ -         | \$ 12.38    | \$ 10.00                                                                         | \$ 10.00     | \$ 10.00    |
| Specify Standard Order Quantity: 12-_____ each                                   | \$ 10.38                                                                         | \$ -         | \$ 10.38    | \$ 8.00                                                                          | \$ 8.00      | \$ 8.00     |
| Specify Large Order Quantity: Over _____ each                                    | \$ 7.40                                                                          | \$ -         | \$ 7.40     | \$ 7.65                                                                          | \$ 7.65      | \$ 7.65     |
| Sizes: 2XL-3XL                                                                   | \$ 2.00                                                                          | \$ -         | \$ 2.00     | 1.00/3.25                                                                        | 1.00/3.25    | 1.00/3.25   |
| Sizes: 4XL-5XL                                                                   | \$ 3.00                                                                          | \$ -         | \$ 3.00     | \$ 4.00                                                                          | \$ 4.00      | \$ 4.00     |
|                                                                                  |                                                                                  |              |             |                                                                                  |              |             |

## RFP#22-036 AWARD PRICING

| TOPS                                                             | M&M Apparel                                                     |              |             | CC CREATIONS                                                    |              |             |
|------------------------------------------------------------------|-----------------------------------------------------------------|--------------|-------------|-----------------------------------------------------------------|--------------|-------------|
| Item 8: Youth Short-Sleeve Tee, Soft washed garment dyed fabric  | Item 8: Youth Short-Sleeve Tee, Soft washed garment dyed fabric |              |             | Item 8: Youth Short-Sleeve Tee, Soft washed garment dyed fabric |              |             |
| Estimated Annual Quantity: 150                                   | Item Bid If Different from Example Brand:                       |              |             | Item Bid If Different from Example Brand:                       |              |             |
| Example Brand: Comfort Colors 9018                               | Manufacturer:                                                   |              |             | Manufacturer:                                                   |              |             |
| Material: 100% ring spun cotton                                  | Product/Style N.:                                               |              |             | Product/Style N.:                                               |              |             |
| Weight: 6.1 oz                                                   | Material & Weight:                                              |              |             | Material & Weight:                                              |              |             |
| PRICE PER ITEM                                                   | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                           | \$ 11.88                                                        | \$ -         | \$ 11.88    | \$ 8.25                                                         | \$ 8.25      | \$ 8.25     |
| Specify Standard Order Quantity: 12-_____ each                   | \$ 9.88                                                         | \$ -         | \$ 9.88     | \$ 6.25                                                         | \$ 6.25      | \$ 6.25     |
| Specify Large Order Quantity: Over _____ each                    | \$ 6.90                                                         | \$ -         | \$ 6.90     | \$ 6.00                                                         | \$ 6.00      | \$ 6.00     |
| Sizes: 2XL-3XL                                                   | \$ -                                                            | \$ -         | \$ -        | \$ -                                                            | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                                   | \$ -                                                            | \$ -         | \$ -        | \$ -                                                            | \$ -         | \$ -        |
| Item 9: Men's Snag-Proof Pocket Polo                             | Item 9: Men's Snag-Proof Pocket Polo                            |              |             | Item 9: Men's Snag-Proof Pocket Polo                            |              |             |
| Estimated Annual Quantity: 5                                     | Item Bid If Different from Example Brand:                       |              |             | Item Bid If Different from Example Brand:                       |              |             |
| Example Brand: Cornerstone® Select Snag-Proof Pocket Polo CS412P | Manufacturer:                                                   |              |             | Manufacturer:                                                   |              |             |
| Material: Snag-proof polyester                                   | Product/Style N.:                                               |              |             | Product/Style N.:                                               |              |             |
| Weight: 6.6 oz                                                   | Material & Weight:                                              |              |             | Material & Weight:                                              |              |             |
| PRICE PER ITEM                                                   | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                           | \$ 28.54                                                        | \$ -         | \$ 28.54    | \$ 23.00                                                        | \$ 23.00     | \$ 23.00    |
| Specify Standard Order Quantity: 12-_____ each                   | \$ 26.54                                                        | \$ -         | \$ 26.54    | \$ 22.00                                                        | \$ 22.00     | \$ 22.00    |
| Specify Large Order Quantity: Over _____ each                    | \$ 18.56                                                        | \$ -         | \$ 18.56    | \$ 21.00                                                        | \$ 21.00     | \$ 21.00    |
| Sizes: 2XL-3XL                                                   | \$ 1.00                                                         | \$ -         | \$ 1.00     | 1.50/3.50                                                       | 1.50/3.50    | 1.50/3.50   |
| Sizes: 4XL-5XL                                                   | \$ 2.00                                                         | \$ -         | \$ 2.00     | \$ 4.50                                                         | \$ 4.50      | \$ 4.50     |
| Item 10: Adult 100% Cotton Short-Sleeve Tee                      | Item 10: Adult 100% Cotton Short-Sleeve Tee                     |              |             | Item 10: Adult 100% Cotton Short-Sleeve Tee                     |              |             |
| Estimated Annual Quantity: 2,250                                 | Item Bid If Different from Example Brand:                       |              |             | Item Bid If Different from Example Brand:                       |              |             |
| Example Brand: Port & Company® - Essential Tee. PC61             | Manufacturer:                                                   |              |             | Manufacturer:                                                   |              |             |
| Material: 100% soft spun cotton                                  | Product/Style N.:                                               |              |             | Product/Style N.:                                               |              |             |
| Weight: 6.1 oz                                                   | Material & Weight:                                              |              |             | Material & Weight:                                              |              |             |
| PRICE PER ITEM                                                   | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                           | \$ 10.00                                                        | \$ 10.57     | \$ 10.57    | \$ 7.00                                                         | \$ 7.00      | \$ 7.00     |
| Specify Standard Order Quantity: 12-_____ each                   | \$ 8.00                                                         | \$ 8.57      | \$ 8.57     | \$ 5.00                                                         | \$ 5.00      | \$ 5.00     |
| Specify Large Order Quantity: Over _____ each                    | \$ 3.71                                                         | \$ 4.46      | \$ 4.46     | \$ 4.75                                                         | \$ 4.75      | \$ 4.75     |

## RFP#22-036 AWARD PRICING

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## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                     |                                             |              |             |                                             |              |             |
|--------------------------------------------------------------|---------------------------------------------|--------------|-------------|---------------------------------------------|--------------|-------------|
| TOPS                                                         | M&M Apparel                                 |              |             | CC CREATIONS                                |              |             |
| PRICE PER ITEM                                               | White                                       | Light Colors | Dark Colors | White                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                       | \$ 10.00                                    | \$ -         | \$ 10.00    | \$ 7.00                                     | \$ 7.00      | \$ 7.00     |
| Specify Standard Order Quantity: 12- _____ each              | \$ 8.00                                     | \$           | \$ 8.00     | \$ 5.00                                     | \$ 5.00      | \$ 5.00     |
| Specify Large Order Quantity: Over _____ each                | \$ 4.42                                     | \$           | \$ 4.42     | \$ 4.75                                     | \$ 4.75      | \$ 4.75     |
| Sizes: 2XL-3XL                                               | \$ 1.50                                     | \$           | \$ 1.50     | 1.50/2.25                                   | 1.50/2.25    | 1.50/2.25   |
| Sizes: 4XL-5XL                                               | \$ 2.00                                     | \$           | \$ 2.00     | \$ 3.00                                     | \$ 3.00      | \$ 3.00     |
| Item 14: Youth 100% Cotton Short-Sleeve Tee                  | Item 14: Youth 100% Cotton Short-Sleeve Tee |              |             | Item 14: Youth 100% Cotton Short-Sleeve Tee |              |             |
| Estimated Annual Quantity: 2,250                             | Item Bid If Different from Example Brand:   |              |             | Item Bid If Different from Example Brand:   |              |             |
| Example Brand: Port & Company® - Youth Essential Tee. PC61Y  | Manufacturer:                               |              |             | Manufacturer:                               |              |             |
| Material: 100% soft spun cotton                              | Product/Style N.:                           |              |             | Product/Style N.:                           |              |             |
| Weight: 6.1 oz                                               | Material & Weight:                          |              |             | Material & Weight:                          |              |             |
| PRICE PER ITEM                                               | White                                       | Light Colors | Dark Colors | White                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                       | \$ 12.00                                    | \$ 12.45     | \$ 12.45    | \$ 6.25                                     | \$ 6.25      | \$ 6.25     |
| Specify Standard Order Quantity: 12- _____ each              | \$ 10.00                                    | \$ 10.45     | \$ 10.45    | \$ 4.25                                     | \$ 4.25      | \$ 4.25     |
| Specify Large Order Quantity: Over _____ each                | \$ 3.20                                     | \$ 3.70      | \$ 3.70     | \$ 4.00                                     | \$ 4.00      | \$ 4.00     |
| Sizes: 2XL-3XL                                               | \$ -                                        | \$ -         | \$ -        | \$ -                                        | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                               | \$ -                                        | \$ -         | \$ -        | \$ -                                        | \$ -         | \$ -        |
| Item 15: Youth 50/50 Short-Sleeve Tee                        | Item 15: Youth 50/50 Short-Sleeve Tee       |              |             | Item 15: Youth 50/50 Short-Sleeve Tee       |              |             |
| Estimated Annual Quantity: 2,250                             | Item Bid If Different from Example Brand:   |              |             | Item Bid If Different from Example Brand:   |              |             |
| Example Brand: Port & Company® - Youth Core Blend Tee. PC55Y | Manufacturer:                               |              |             | Manufacturer:                               |              |             |
| Material: 50/50 cotton/poly                                  | Product/Style N.:                           |              |             | Product/Style N.:                           |              |             |
| Weight: 5.5 oz                                               | Material & Weight:                          |              |             | Material & Weight:                          |              |             |
| PRICE PER ITEM                                               | White                                       | Light Colors | Dark Colors | White                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                       | \$ 7.20                                     | \$ 7.45      | \$ 7.45     | \$ 6.00                                     | \$ 6.00      | \$ 6.00     |
| Specify Standard Order Quantity: 12- _____ each              | \$ 6.20                                     | \$ 6.45      | \$ 6.45     | \$ 4.00                                     | \$ 4.00      | \$ 4.00     |
| Specify Large Order Quantity: Over _____ each                | \$ 3.15                                     | \$ 3.50      | \$ 3.50     | \$ 3.75                                     | \$ 3.75      | \$ 3.75     |
| Sizes: 2XL-3XL                                               | \$ -                                        | \$ -         | \$ -        | \$ -                                        | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                               | \$ -                                        | \$ -         | \$ -        | \$ -                                        | \$ -         | \$ -        |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                           |                                                       |              |             |                                                       |
|--------------------------------------------------------------------|-------------------------------------------------------|--------------|-------------|-------------------------------------------------------|
| TOPS                                                               | M&M Apparel                                           |              |             | CC CREATIONS                                          |
| Item 16: Youth Polyester Short-Sleeve Performance Tee              | Item 16: Youth Polyester Short-Sleeve Performance Tee |              |             | Item 16: Youth Polyester Short-Sleeve Performance Tee |
| Estimated Annual Quantity: 2,250                                   | Item Bid If Different from Example Brand:             |              |             | Item Bid If Different from Example Brand:             |
| Example Brand: Port & Company® Youth Performance Tee. PC380Y       | Manufacturer:                                         |              |             | Manufacturer:                                         |
| Material: 100% polyester                                           | Product/Style N.:                                     |              |             | Product/Style N.:                                     |
| Weight: 3.8 oz                                                     | Material & Weight:                                    |              |             | Material & Weight:                                    |
| PRICE PER ITEM                                                     | White                                                 | Light Colors | Dark Colors |                                                       |
| Special Order; As required (1-11 each)                             | \$ 10.00                                              | \$           | \$ 10.00    | \$ 6.25 \$ 6.25 \$ 6.25                               |
| Specify Standard Order Quantity: 12-_____ each                     | \$ 8.00                                               | \$           | \$ 8.00     | \$ 4.25 \$ 4.25 \$ 4.25                               |
| Specify Large Order Quantity: Over _____ each                      | \$ 3.80                                               | \$           | \$ 3.80     | \$ 4.00 \$ 4.00 \$ 4.00                               |
| Sizes: 2XL-3XL                                                     | \$ -                                                  | \$ -         | \$ -        | \$ - \$ - \$ -                                        |
| Sizes: 4XL-5XL                                                     | \$ -                                                  | \$ -         | \$ -        | \$ - \$ - \$ -                                        |
| Item 17: Youth Blended Short-Sleeve Performance Tee                | Item 17: Youth Blended Short-Sleeve Performance Tee   |              |             | Item 17: Youth Blended Short-Sleeve Performance Tee   |
| Estimated Annual Quantity: 2,250                                   | Item Bid If Different from Example Brand:             |              |             | Item Bid If Different from Example Brand:             |
| Example Brand: Port & Company® Youth Performance Blend Tee. PC381Y | Manufacturer:                                         |              |             | Manufacturer:                                         |
| Material: 65/35 poly/cotton                                        | Product/Style N.:                                     |              |             | Product/Style N.:                                     |
| Weight: 4.5 oz                                                     | Material & Weight:                                    |              |             | Material & Weight:                                    |
| PRICE PER ITEM                                                     | White                                                 | Light Colors | Dark Colors |                                                       |
| Special Order; As required (1-11 each)                             | \$ -                                                  | \$ -         | \$ 10.00    | \$ 6.35 \$ 6.35 \$ 6.35                               |
| Specify Standard Order Quantity: 12-_____ each                     | \$ -                                                  | \$ -         | \$ 8.00     | \$ 4.35 \$ 4.35 \$ 4.35                               |
| Specify Large Order Quantity: Over _____ each                      | \$ -                                                  | \$ -         | \$ 3.90     | \$ 4.10 \$ 4.10 \$ 4.10                               |
| Sizes: 2XL-3XL                                                     | \$ -                                                  | \$ -         | \$ -        | \$ - \$ - \$ -                                        |
| Sizes: 4XL-5XL                                                     | \$ -                                                  | \$ -         | \$ -        | \$ - \$ - \$ -                                        |
| Item 18: Women's Tri-Blend V-Neck Tee                              | Item 18: Women's Tri-Blend V-Neck Tee                 |              |             | Item 18: Women's Tri-Blend V-Neck Tee                 |
| Estimated Annual Quantity: 25                                      | Item Bid If Different from Example Brand:             |              |             | Item Bid If Different from Example Brand:             |
| Example Brand: District Tri-Blend V-Neck Tee DT242V                | Manufacturer:                                         |              |             | Manufacturer:                                         |
| Material: 50/38/12 poly/ring spun cotton/rayon                     | Product/Style N.:                                     |              |             | Product/Style N.:                                     |
| Weight: Not listed                                                 | Material & Weight:                                    |              |             | Material & Weight:                                    |



## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                 |                                                 |              |             |                                                 |              |              |
|----------------------------------------------------------|-------------------------------------------------|--------------|-------------|-------------------------------------------------|--------------|--------------|
| TOPS                                                     | M&M Apparel                                     |              |             | CC CREATIONS                                    |              |              |
| PRICE PER ITEM 18                                        | White                                           | Light Colors | Dark Colors | White                                           | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                   | \$ -                                            | \$ -         | \$ 10.50    | discontinued                                    | discontinued | discontinued |
| Specify Standard Order Quantity: 12- _____ each          | \$ -                                            | \$ -         | \$ 8.50     | \$ -                                            | \$ -         | \$ -         |
| Specify Large Order Quantity: Over _____ each            | \$ -                                            | \$ -         | \$ 6.49     | \$ -                                            | \$ -         | \$ -         |
| Sizes: 2XL-3XL                                           | \$ -                                            | \$ -         | \$ 1.50     | \$ -                                            | \$ -         | \$ -         |
| Sizes: 4XL-5XL                                           | \$ -                                            | \$ -         | \$ 2.50     | \$ -                                            | \$ -         | \$ -         |
|                                                          |                                                 |              |             |                                                 |              |              |
| Item 19: Youth 100% Cotton Short-Sleeve T-Shirt          | Item 19: Youth 100% Cotton Short-Sleeve T-Shirt |              |             | Item 19: Youth 100% Cotton Short-Sleeve T-Shirt |              |              |
| Estimated Annual Quantity: 2,225                         | Item Bid If Different from Example Brand:       |              |             | Item Bid If Different from Example Brand:       |              |              |
| Example Brand: 2000B Gildan® Ultra Cotton® Youth T-Shirt | Manufacturer:                                   |              |             | Manufacturer:                                   |              |              |
| Material: 100% Cotton                                    | Product/Style N.:                               |              |             | Product/Style N.:                               |              |              |
| Weight: 6 oz                                             | Material & Weight:                              |              |             | Material & Weight:                              |              |              |
| PRICE PER ITEM                                           | White                                           | Light Colors | Dark Colors | White                                           | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                   | \$ 7.23                                         | \$ 8.31      | \$ 8.31     | \$ 6.00                                         | \$ 6.00      | \$ 6.00      |
| Specify Standard Order Quantity: 12- _____ each          | \$ 6.23                                         | \$ 7.31      | \$ 7.31     | \$ 4.00                                         | \$ 4.00      | \$ 4.00      |
| Specify Large Order Quantity: Over _____ each            | \$ 3.16                                         | \$ 3.61      | \$ 3.61     | \$ 3.75                                         | \$ 3.75      | \$ 3.75      |
| Sizes: 2XL-3XL                                           | \$ -                                            | \$ -         | \$ -        | \$ -                                            | \$ -         | \$ -         |
| Sizes: 4XL-5XL                                           | \$ -                                            | \$ -         | \$ -        | \$ -                                            | \$ -         | \$ -         |
|                                                          |                                                 |              |             |                                                 |              |              |
| Item 20: Adult 100% Cotton Short-Sleeve T-Shirt          | Item 20: Adult 100% Cotton Short-Sleeve T-Shirt |              |             | Item 20: Adult 100% Cotton Short-Sleeve T-Shirt |              |              |
| Estimated Annual Quantity: 2,225                         | Item Bid If Different from Example Brand:       |              |             | Item Bid If Different from Example Brand:       |              |              |
| Example Brand: 2000 Gildan® Ultra Cotton® Adult T-Shirt  | Manufacturer:                                   |              |             | Manufacturer:                                   |              |              |
| Material: 100% Cotton                                    | Product/Style N.:                               |              |             | Product/Style N.:                               |              |              |
| Weight: 6 oz                                             | Material & Weight:                              |              |             | Material & Weight:                              |              |              |
| PRICE PER ITEM                                           | White                                           | Light Colors | Dark Colors | White                                           | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                   | \$ 8.52                                         | \$ 9.02      | \$ 9.02     | \$ 5.70                                         | \$ 5.70      | \$ 5.70      |
| Specify Standard Order Quantity: 12- _____ each          | \$ 6.52                                         | \$ 7.02      | \$ 7.02     | \$ 3.70                                         | \$ 3.70      | \$ 3.70      |
| Specify Large Order Quantity: Over _____ each            | \$ 3.26                                         | \$ 3.71      | \$ 3.71     | \$ 3.45                                         | \$ 3.45      | \$ 3.45      |
| Sizes: 2XL-3XL                                           | \$ 1.50                                         | \$ 1.50      | \$ 1.50     | 2.65/3.00                                       | 2.65/3.00    | 2.65/3.00    |
| Sizes: 4XL-5XL                                           | \$ 2.00                                         | \$ 2.00      | \$ 2.00     | 3.50/4.00                                       | 3.50/4.00    | 3.50/4.00    |
|                                                          |                                                 |              |             |                                                 |              |              |

**RFP#22-036 PROPOSED AWARD OF VENDORS**

**RFP#22-036 AWARD PRICING**

| TOPS                                                  |  | M&M Apparel                                   |              |             | CC CREATIONS                                  |              |             |
|-------------------------------------------------------|--|-----------------------------------------------|--------------|-------------|-----------------------------------------------|--------------|-------------|
| Item 21: Youth Dry Blend Short-Sleeve T-Shirt         |  | Item 21: Youth Dry Blend Short-Sleeve T-Shirt |              |             | Item 21: Youth Dry Blend Short-Sleeve T-Shirt |              |             |
| Estimated Annual Quantity: 2,250                      |  | Item Bid If Different from Example Brand:     |              |             | Item Bid If Different from Example Brand:     |              |             |
| Example Brand: 8000B Gildan® Dry Blend® Youth T-Shirt |  | Manufacturer:                                 |              |             | Manufacturer:                                 |              |             |
| Material: 50% Cotton / 50% Polyester                  |  | Product/Style N.:                             |              |             | Product/Style N.:                             |              |             |
| Weight: 5.5                                           |  | Material & Weight:                            |              |             | Material & Weight:                            |              |             |
| PRICE PER ITEM                                        |  | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                |  | \$ 6.98                                       | \$ 7.14      | \$ 7.14     | \$ 5.85                                       | \$ 5.85      | \$ 5.85     |
| Specify Standard Order Quantity: 12-_____ each        |  | \$ 5.98                                       | \$ 6.14      | \$ 6.14     | \$ 3.85                                       | \$ 3.85      | \$ 3.85     |
| Specify Large Order Quantity: Over _____ each         |  | \$ 3.06                                       | \$ 3.47      | \$ 3.47     | \$ 3.60                                       | \$ 3.60      | \$ 3.60     |
| Sizes: 2XL-3XL                                        |  | \$ -                                          | \$ -         | \$ -        | \$ -                                          | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                        |  | \$ -                                          | \$ -         | \$ -        | \$ -                                          | \$ -         | \$ -        |
|                                                       |  |                                               |              |             |                                               |              |             |
| Item 22: Adult Dry Blend Short-Sleeve T-Shirt         |  | Item 22: Adult Dry Blend Short-Sleeve T-Shirt |              |             | Item 22: Adult Dry Blend Short-Sleeve T-Shirt |              |             |
| Estimated Annual Quantity: 2,250                      |  | Item Bid If Different from Example Brand:     |              |             | Item Bid If Different from Example Brand:     |              |             |
| Example Brand: 8000 Gildan® Dry Blend® Adult T-Shirt  |  | Manufacturer:                                 |              |             | Manufacturer:                                 |              |             |
| Material: 50% Cotton / 50% Polyester                  |  | Product/Style N.:                             |              |             | Product/Style N.:                             |              |             |
| Weight: 5.5 oz                                        |  | Material & Weight:                            |              |             | Material & Weight:                            |              |             |
| PRICE PER ITEM                                        |  | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                |  | \$ 8.25                                       | \$ 8.52      | \$ 8.52     | \$ 5.70                                       | \$ 5.70      | \$ 5.70     |
| Specify Standard Order Quantity: 12-_____ each        |  | \$ 6.25                                       | \$ 6.52      | \$ 6.52     | \$ 3.70                                       | \$ 3.70      | \$ 3.70     |
| Specify Large Order Quantity: Over _____ each         |  | \$ 3.26                                       | \$ 3.71      | \$ 3.71     | \$ 3.45                                       | \$ 3.45      | \$ 3.45     |
| Sizes: 2XL-3XL                                        |  | \$ 1.50                                       | \$ 1.50      | \$ 1.50     | 2.65/3.00                                     | 2.65/3.00    | 2.65/3.00   |
| Sizes: 4XL-5XL                                        |  | \$ 2.00                                       | \$ 2.00      | \$ 2.00     | 3.50/4.00                                     | 3.50/4.00    | 3.50/4.00   |
|                                                       |  |                                               |              |             |                                               |              |             |
| Item 23: Adult Soft style Adult T-Shirt               |  | Item 23: Adult Soft style Adult T-Shirt       |              |             | Item 23: Adult Soft style Adult T-Shirt       |              |             |
| Estimated Annual Quantity: 4,560                      |  | Item Bid If Different from Example Brand:     |              |             | Item Bid If Different from Example Brand:     |              |             |
| Example Brand: 64000 Gildan Soft style® Adult T-Shirt |  | Manufacturer:                                 |              |             | Manufacturer:                                 |              |             |
| Material: 100% Ring Spun Cotton                       |  | Product/Style N.:                             |              |             | Product/Style N.:                             |              |             |
| Weight: 4.5 oz                                        |  | Material & Weight:                            |              |             | Material & Weight:                            |              |             |
| PRICE PER ITEM                                        |  | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                |  | \$ 8.50                                       | \$ 9.60      | \$ 9.60     | \$ 6.00                                       | \$ 6.00      | \$ 6.00     |
| Specify Standard Order Quantity: 12-_____ each        |  | \$ 6.50                                       | \$ 7.60      | \$ 7.60     | \$ 4.00                                       | \$ 4.00      | \$ 4.00     |

## RFP#22-036 AWARD PRICING

| TOPS                                                                        | M&M Apparel                                                        |              |             | CC CREATIONS                                                       |              |             |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------|--------------|-------------|--------------------------------------------------------------------|--------------|-------------|
| Specify Large Order Quantity: Over _____ each                               | \$ 3.61                                                            | \$ 4.16      | \$ 4.16     | \$ 3.75                                                            | \$ 3.75      | \$ 3.75     |
| Sizes: 2XL-3XL                                                              | \$ 1.50                                                            | \$ 1.50      | \$ 1.50     | 2.65/3.75                                                          | 2.65/3.75    | 2.65/3.75   |
| Sizes: 4XL-5XL                                                              | \$ 2.00                                                            | \$ 2.00      | \$ 2.00     | 4.25/4.75                                                          | 4.25/4.75    | 4.25/4.75   |
| Item 24: Adult Long-Sleeve Dry Blend T-Shirt                                | Item 24: Adult Long-Sleeve Dry Blend T-Shirt                       |              |             | Item 24: Adult Long-Sleeve Dry Blend T-Shirt                       |              |             |
| Estimated Annual Quantity: 4,505                                            | Item Bid If Different from Example Brand:                          |              |             | Item Bid If Different from Example Brand:                          |              |             |
| Example Brand: 8400 Gildan® DryBlend® Adult Long Sleeve T-Shirt             | Manufacturer:                                                      |              |             | Manufacturer:                                                      |              |             |
| Material: 50% Cotton / 50% Polyester                                        | Product/Style N.:                                                  |              |             | Product/Style N.:                                                  |              |             |
| Weight: 5.5 oz                                                              | Material & Weight:                                                 |              |             | Material & Weight:                                                 |              |             |
| PRICE PER ITEM                                                              | White                                                              | Light Colors | Dark Colors | White                                                              | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                      | \$ 11.26                                                           | \$ 12.34     | \$ 12.34    | \$ 9.25                                                            | \$ 9.25      | \$ 9.25     |
| Specify Standard Order Quantity: 12- _____ each                             | \$ 9.26                                                            | \$ 10.34     | \$ 10.34    | \$ 7.25                                                            | \$ 7.25      | \$ 7.25     |
| Specify Large Order Quantity: Over _____ each                               | \$ 5.55                                                            | \$ 6.96      | \$ 6.96     | \$ 6.95                                                            | \$ 6.95      | \$ 6.95     |
| Sizes: 2XL-3XL                                                              | \$ 1.50                                                            | \$ 1.50      | \$ 1.50     | 2.25/4.00                                                          | 2.25/4.00    | 2.25/4.00   |
| Sizes: 4XL-5XL                                                              | \$ 2.00                                                            | \$ 2.00      | \$ 2.00     | \$ -                                                               | \$ -         | \$ -        |
| Item 25: Adult Ultra Cotton Tank Top with banded neck and armholes          | Item 25: Adult Ultra Cotton Tank Top with banded neck and armholes |              |             | Item 25: Adult Ultra Cotton Tank Top with banded neck and armholes |              |             |
| Estimated Annual Quantity: 200                                              | Item Bid If Different from Example Brand:                          |              |             | Item Bid If Different from Example Brand:                          |              |             |
| Example Brand: 2200 Gildan® Ultra Cotton® Adult Tank Top                    | Manufacturer:                                                      |              |             | Manufacturer:                                                      |              |             |
| Material: 100% Cotton                                                       | Product/Style N.:                                                  |              |             | Product/Style N.:                                                  |              |             |
| Weight: 6 oz                                                                | Material & Weight:                                                 |              |             | Material & Weight:                                                 |              |             |
| PRICE PER ITEM 25                                                           | White                                                              | Light Colors | Dark Colors | White                                                              | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                      | \$ 9.30                                                            | \$ 10.24     | \$ 10.24    | \$ 7.85                                                            | \$ 7.85      | \$ 7.85     |
| Specify Standard Order Quantity: 12- _____ each                             | \$ 7.30                                                            | \$ 8.24      | \$ 8.24     | \$ 5.85                                                            | \$ 5.85      | \$ 5.85     |
| Specify Large Order Quantity: Over _____ each                               | \$ 4.11                                                            | \$ 5.35      | \$ 5.35     | \$ 5.50                                                            | \$ 5.50      | \$ 5.50     |
| Sizes: 2XL-3XL                                                              | \$ 1.50                                                            | \$ 1.50      | \$ 1.50     | 2.25/3.50                                                          | 2.25/3.50    | 2.25/3.50   |
| Sizes: 4XL-5XL                                                              | \$ 2.00                                                            | \$ 2.00      | \$ 2.00     | \$ -                                                               | \$ -         | \$ -        |
| Item 26: Adult 50/50 Dri-Power T-Shirt                                      | Item 26: Adult 50/50 Dri-Power T-Shirt                             |              |             | Item 26: Adult 50/50 Dri-Power T-Shirt                             |              |             |
| Estimated Annual Quantity: 2,250                                            | Item Bid If Different from Example Brand:                          |              |             | Item Bid If Different from Example Brand:                          |              |             |
| Example Brand: JERZEES® - Dri-Power® Active 50/50 Cotton/Poly T-Shirt. 29M. | Manufacturer:                                                      |              |             | Manufacturer:                                                      |              |             |
| Material: 50/50 cotton/poly                                                 | Product/Style N.:                                                  |              |             | Product/Style N.:                                                  |              |             |
| Weight: 5.6 oz                                                              | Material & Weight:                                                 |              |             | Material & Weight:                                                 |              |             |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                          |                                                                 |              |             |                                                                 |              |             |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------|-------------|-----------------------------------------------------------------|--------------|-------------|
| TOPS                                                                              | M&M Apparel                                                     |              |             | CC CREATIONS                                                    |              |             |
| PRICE PER ITEM                                                                    | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 7.53                                                         | \$ 7.86      | \$ 7.86     | \$ 6.25                                                         | \$ 6.25      | \$ 6.25     |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 6.53                                                         | \$ 6.86      | \$ 6.86     | \$ 4.25                                                         | \$ 4.25      | \$ 4.25     |
| Specify Large Order Quantity: Over _____ each                                     | \$ 3.26                                                         | \$ 3.59      | \$ 3.59     | \$ 4.00                                                         | \$ 4.00      | \$ 4.00     |
| Sizes: 2XL-3XL                                                                    | \$ 1.50                                                         | \$ 1.50      | \$ 1.50     | 3.25/4.50                                                       | 3.25/4.50    | 3.25/4.50   |
| Sizes: 4XL-5XL                                                                    | \$ 2.00                                                         | \$ 2.00      | \$ 2.00     | 5.00/5.50                                                       | 5.00/5.50    | 5.00/5.50   |
| Item 27: Youth 50/50 Dri-Power T-Shirt                                            | Item 27: Youth 50/50 Dri-Power T-Shirt                          |              |             | Item 27: Youth 50/50 Dri-Power T-Shirt                          |              |             |
| Estimated Annual Quantity: 2,250                                                  | Item Bid If Different from Example Brand:                       |              |             | Item Bid If Different from Example Brand:                       |              |             |
| Example Brand: JERZEES® - Youth Dri-Power® Active 50/50 Cotton/Poly T-Shirt. 29B. | Manufacturer:                                                   |              |             | Manufacturer:                                                   |              |             |
| Material: 50/50 cotton/poly                                                       | Product/Style N.:                                               |              |             | Product/Style N.:                                               |              |             |
| Weight: 5.6 oz                                                                    | Material & Weight:                                              |              |             | Material & Weight:                                              |              |             |
| PRICE PER ITEM                                                                    | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 7.02                                                         | \$ 7.98      | \$ 7.98     | \$ 6.25                                                         | \$ 6.25      | \$ 6.25     |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 5.06                                                         | \$ 5.47      | \$ 5.47     | \$ 4.25                                                         | \$ 4.25      | \$ 4.25     |
| Specify Large Order Quantity: Over _____ each                                     | \$ 3.06                                                         | \$ 3.47      | \$ 3.47     | \$ 4.00                                                         | \$ 4.00      | \$ 4.00     |
| Sizes: 2XL-3XL                                                                    | \$ -                                                            | \$ -         | \$ -        | \$ -                                                            | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                                                    | \$ -                                                            | \$ -         | \$ -        | \$ -                                                            | \$ -         | \$ -        |
| Item 28: Adult Unisex Tri-Blend Three-Quarter Sleeve Raglan Tee                   | Item 28: Adult Unisex Tri-Blend Three-Quarter Sleeve Raglan Tee |              |             | Item 28: Adult Unisex Tri-Blend Three-Quarter Sleeve Raglan Tee |              |             |
| Estimated Annual Quantity: 450                                                    | Item Bid If Different from Example Brand:                       |              |             | Item Bid If Different from Example Brand:                       |              |             |
| Example Brand: Next Level Unisex Tri-Blend 3/4 Raglan 6051                        | Manufacturer:                                                   |              |             | Manufacturer:                                                   |              |             |
| Material: 50/25/25 polyester/combed ring spun cotton/rayon                        | Product/Style N.:                                               |              |             | Product/Style N.:                                               |              |             |
| Weight: 4.3 oz                                                                    | Material & Weight:                                              |              |             | Material & Weight:                                              |              |             |
| PRICE PER ITEM                                                                    | White                                                           | Light Colors | Dark Colors | White                                                           | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 15.78                                                        | \$ 15.78     | \$ 15.78    | \$ 13.00                                                        | \$ 13.00     | \$ 13.00    |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 13.78                                                        | \$ 13.78     | \$ 13.78    | \$ 11.30                                                        | \$ 11.30     | \$ 11.30    |
| Specify Large Order Quantity: Over _____ each                                     | \$ 10.26                                                        | \$ 10.26     | \$ 10.26    | \$ 10.70                                                        | \$ 10.70     | \$ 10.70    |
| Sizes: 2XL-3XL                                                                    | \$ 1.50                                                         | \$ 1.50      | \$ 1.50     | 1.25/2.50                                                       | 1.25/2.50    | 1.25/2.50   |
| Sizes: 4XL-5XL                                                                    | \$ 2.00                                                         | \$ 2.00      | \$ 2.00     | \$ -                                                            | \$ -         | \$ -        |
| Item 29: Youth Three-Quarter Sleeve Raglan Tee                                    | Item 29: Youth Three-Quarter Sleeve Raglan Tee                  |              |             | Item 29: Youth Three-Quarter Sleeve Raglan Tee                  |              |             |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                              |                                                |              |             |                                                |              |             |
|-----------------------------------------------------------------------|------------------------------------------------|--------------|-------------|------------------------------------------------|--------------|-------------|
| TOPS                                                                  | M&M Apparel                                    |              |             | CC CREATIONS                                   |              |             |
| Estimated Annual Quantity: 50                                         | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Next Level Youth CVC 3/4 Raglan 3352                   | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 60/40 combed ringspun cotton/polyester                      | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 4.3 oz                                                        | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                        | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                | \$ 13.35                                       | \$ 13.35     | \$ 13.35    | \$ 7.85                                        | \$ 7.85      | \$ 7.85     |
| Specify Standard Order Quantity: 12-_____ each                        | \$ 11.35                                       | \$ 11.35     | \$ 11.35    | \$ 5.85                                        | \$ 5.85      | \$ 5.85     |
| Specify Large Order Quantity: Over _____ each                         | \$ 5.80                                        | \$ 5.80      | \$ 5.80     | \$ 5.60                                        | \$ 5.60      | \$ 5.60     |
| Sizes: 2XL-3XL                                                        | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                                        | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |
| Item 30: Adult Short-Sleeve Raglan T-Shirt                            | Item 30: Adult Short-Sleeve Raglan T-Shirt     |              |             | Item 30: Adult Short-Sleeve Raglan T-Shirt     |              |             |
| Estimated Annual Quantity: 2,250                                      | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Dry Zone® Short Sleeve Raglan T-Shirt. T473 | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 100% polyester mini pique                                   | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 4 oz                                                          | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                        | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                | \$ -                                           | \$ -         | \$ -        | \$ 12.00                                       | \$ 12.00     | \$ 12.00    |
| Specify Standard Order Quantity: 12-_____ each                        | \$ -                                           | \$ -         | \$ -        | \$ 10.25                                       | \$ 10.25     | \$ 10.25    |
| Specify Large Order Quantity: Over _____ each                         | \$ -                                           | \$ -         | \$ -        | \$ 9.75                                        | \$ 9.75      | \$ 9.75     |
| Sizes: 2XL-3XL                                                        | \$ -                                           | \$ -         | \$ -        | 1.25/3.50                                      | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                        | \$ -                                           | \$ -         | \$ -        | \$ 4.50                                        | \$ 4.50      | \$ 4.50     |
| Item 31: Adult Short-Sleeve Camo Polyester Tee                        | Item 31: Adult Short-Sleeve Camo Polyester Tee |              |             | Item 31: Adult Short-Sleeve Camo Polyester Tee |              |             |
| Estimated Annual Quantity: 2,250                                      | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® CamoHex Tee. ST370                          | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 100% polyester interlock                                    | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 4 oz                                                          | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                        | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                | \$ -                                           | \$ -         | \$ 12.22    | \$ 10.55                                       | \$ 10.55     | \$ 10.55    |
| Specify Standard Order Quantity: 12-_____ each                        | \$ -                                           | \$ -         | \$ 10.22    | \$ 8.80                                        | \$ 8.80      | \$ 8.80     |
| Specify Large Order Quantity: Over _____ each                         | \$ -                                           | \$ -         | \$ 7.97     | \$ 8.30                                        | \$ 8.30      | \$ 8.30     |
| Sizes: 2XL-3XL                                                        | \$ -                                           | \$ -         | \$ 1.50     | 1.25/3.50                                      | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                        | \$ -                                           | \$ -         | \$ 2.50     | \$ 4.50                                        | \$ 4.50      | \$ 4.50     |

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| TOPS                                                                       | M&M Apparel                                 |              |             | CC CREATIONS                                |              |             |
|----------------------------------------------------------------------------|---------------------------------------------|--------------|-------------|---------------------------------------------|--------------|-------------|
| Item 32: Adult Short-Sleeve Racer Mesh Tee                                 | Item 32: Adult Short-Sleeve Racer Mesh Tee  |              |             | Item 32: Adult Short-Sleeve Racer Mesh Tee  |              |             |
| Estimated Annual Quantity: 2,250                                           | Item Bid If Different from Example Brand:   |              |             | Item Bid If Different from Example Brand:   |              |             |
| Example Brand: Sport-Tek® Posi Charge® Racer Mesh® Tee. ST340              | Manufacturer:                               |              |             | Manufacturer:                               |              |             |
| Material: 100% polyester flat back mesh with Posi Charge technology        | Product/Style N.:                           |              |             | Product/Style N.:                           |              |             |
| Weight: 3.8 oz                                                             | Material & Weight:                          |              |             | Material & Weight:                          |              |             |
| PRICE PER ITEM 32                                                          | White                                       | Light Colors | Dark Colors | White                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                     | \$ -                                        | \$ -         | \$ 9.15     | \$ 7.95                                     | \$ 7.95      | \$ 7.95     |
| Specify Standard Order Quantity: 12- _____ each                            | \$ -                                        | \$ -         | \$ 7.15     | \$ 5.95                                     | \$ 5.95      | \$ 5.95     |
| Specify Large Order Quantity: Over _____ each                              | \$ -                                        | \$ -         | \$ 5.30     | \$ 5.70                                     | \$ 5.70      | \$ 5.70     |
| Sizes: 2XL-3XL                                                             | \$ -                                        | \$ -         | \$ 1.50     | 1.25/3.50                                   | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                             | \$ -                                        | \$ -         | \$ 2.50     | \$ 4.50                                     | \$ 4.50      | \$ 4.50     |
| Item 33: Adult Short-Sleeve Posi Charge Tee                                | Item 33: Adult Short-Sleeve Posi Charge Tee |              |             | Item 33: Adult Short-Sleeve Posi Charge Tee |              |             |
| Estimated Annual Quantity: 2,250                                           | Item Bid If Different from Example Brand:   |              |             | Item Bid If Different from Example Brand:   |              |             |
| Example Brand: Sport-Tek® Posi Charge® Competitor™ Tee. ST350              | Manufacturer:                               |              |             | Manufacturer:                               |              |             |
| Material: 100% polyester interlock with Posi Charge technology             | Product/Style N.:                           |              |             | Product/Style N.:                           |              |             |
| Weight: 3.8 oz                                                             | Material & Weight:                          |              |             | Material & Weight:                          |              |             |
| PRICE PER ITEM                                                             | White                                       | Light Colors | Dark Colors | White                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                     | \$ -                                        | \$ -         | \$ 10.97    | \$ 7.85                                     | \$ 7.85      | \$ 7.85     |
| Specify Standard Order Quantity: 12- _____ each                            | \$ -                                        | \$ -         | \$ 8.97     | \$ 5.85                                     | \$ 5.85      | \$ 5.85     |
| Specify Large Order Quantity: Over _____ each                              | \$ -                                        | \$ -         | \$ 5.19     | \$ 5.50                                     | \$ 5.50      | \$ 5.50     |
| Sizes: 2XL-3XL                                                             | \$ -                                        | \$ -         | \$ 1.50     | 1.25/3.50                                   | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                             | \$ -                                        | \$ -         | \$ 2.50     | \$ 4.50                                     | \$ 4.50      | \$ 4.50     |
| Item 34: Adult Classic Mesh Reversible Tank                                | Item 34: Adult Classic Mesh Reversible Tank |              |             | Item 34: Adult Classic Mesh Reversible Tank |              |             |
| Estimated Annual Quantity: 2,250                                           | Item Bid If Different from Example Brand:   |              |             | Item Bid If Different from Example Brand:   |              |             |
| Example Brand: Sport-Tek® Posi Charge® Classic Mesh Reversible Tank. ST500 | Manufacturer:                               |              |             | Manufacturer:                               |              |             |
| Material: 100% polyester mesh with Posi Charge technology                  | Product/Style N.:                           |              |             | Product/Style N.:                           |              |             |
| Weight: 3.6 oz                                                             | Material & Weight:                          |              |             | Material & Weight:                          |              |             |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                             |                                                |              |             |                                                |              |             |
|----------------------------------------------------------------------|------------------------------------------------|--------------|-------------|------------------------------------------------|--------------|-------------|
| TOPS                                                                 | M&M Apparel                                    |              |             | CC CREATIONS                                   |              |             |
| PRICE PER ITEM                                                       | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                               | \$ -                                           | \$ -         | \$ 12.50    | \$ 10.55                                       | \$ 10.55     | \$ 10.55    |
| Specify Standard Order Quantity: 12- _____ each                      | \$ -                                           | \$ -         | \$ 10.50    | \$ 8.80                                        | \$ 8.80      | \$ 8.80     |
| Specify Large Order Quantity: Over _____ each                        | \$ -                                           | \$ -         | \$ 7.97     | \$ 8.30                                        | \$ 8.30      | \$ 8.30     |
| Sizes: 2XL-3XL                                                       | \$ -                                           | \$ -         | \$ 1.50     | 1.25/3.50                                      | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                       | \$ -                                           | \$ -         | \$ 2.50     | \$ 4.50                                        | \$ 4.50      | \$ 4.50     |
| Item 35: Youth Short-Sleeve Camo Polyester Tee                       | Item 35: Youth Short-Sleeve Camo Polyester Tee |              |             | Item 35: Youth Short-Sleeve Camo Polyester Tee |              |             |
| Estimated Annual Quantity: 2,250                                     | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Youth CamoHex Tee. YST370                  | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 100% polyester interlock                                   | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 4 oz                                                         | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                       | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                               | \$ -                                           | \$ -         | \$ 12.20    | \$ 10.00                                       | \$ 10.00     | \$ 10.00    |
| Specify Standard Order Quantity: 12- _____ each                      | \$ -                                           | \$ -         | \$ 10.20    | \$ 8.25                                        | \$ 8.25      | \$ 8.25     |
| Specify Large Order Quantity: Over _____ each                        | \$ -                                           | \$ -         | \$ 7.28     | \$ 7.95                                        | \$ 7.95      | \$ 7.95     |
| Sizes: 2XL-3XL                                                       | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                                       | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |
| Item 36: Youth Short-Sleeve Racer Mesh Tee                           | Item 36: Youth Short-Sleeve Racer Mesh Tee     |              |             | Item 36: Youth Short-Sleeve Racer Mesh Tee     |              |             |
| Estimated Annual Quantity: 2,250                                     | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Youth Posi Charge® Racer Mesh® Tee. YST340 | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 100% polyester flat back mesh with Posi Charge technology  | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 3.8 oz                                                       | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                       | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                               | \$ -                                           | \$ -         | \$ 9.05     | \$ 7.35                                        | \$ 7.35      | \$ 7.35     |
| Specify Standard Order Quantity: 12- _____ each                      | \$ -                                           | \$ -         | \$ 7.05     | \$ 5.35                                        | \$ 5.35      | \$ 5.35     |
| Specify Large Order Quantity: Over _____ each                        | \$ -                                           | \$ -         | \$ 4.61     | \$ 5.10                                        | \$ 5.10      | \$ 5.10     |
| Sizes: 2XL-3XL                                                       | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |
| Sizes: 4XL-5XL                                                       | \$ -                                           | \$ -         | \$ -        | \$ -                                           | \$ -         | \$ -        |



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| RFP#22-036 AWARD PRICING                                      |                                               |              |             |                                               |              |              |
|---------------------------------------------------------------|-----------------------------------------------|--------------|-------------|-----------------------------------------------|--------------|--------------|
| TOPS                                                          | M&M Apparel                                   |              |             | CC CREATIONS                                  |              |              |
| PRICE PER ITEM 39                                             | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                        | \$ -                                          | \$ -         | \$ 11.98    | \$ 10.30                                      | \$ 10.30     | \$ 10.30     |
| Specify Standard Order Quantity: 12- _____ each               | \$ -                                          | \$ -         | \$ 9.98     | \$ 8.55                                       | \$ 8.55      | \$ 8.55      |
| Specify Large Order Quantity: Over _____ each                 | \$ -                                          | \$ -         | \$ 7.79     | \$ 8.20                                       | \$ 8.20      | \$ 8.20      |
| Sizes: 2XL-3XL                                                | \$ -                                          | \$ -         | \$ 1.50     | 1.25/3.50                                     | 1.25/3.50    | 1.25/3.50    |
| Sizes: 4XL-5XL                                                | \$ -                                          | \$ -         | \$ 2.50     | \$ 4.50                                       | \$ 4.50      | \$ 4.50      |
|                                                               |                                               |              |             |                                               |              |              |
| Item 40: Adult Vintage Baseball Jersey                        | Item 40: Adult Vintage Baseball Jersey        |              |             | Item 40: Adult Vintage Baseball Jersey        |              |              |
| Estimated Annual Quantity: 50                                 | Item Bid If Different from Example Brand:     |              |             | Item Bid If Different from Example Brand:     |              |              |
| Example Brand: Sport-Tek® Posi Charge® Baseball Jersey. ST205 | Manufacturer:                                 |              |             | Manufacturer:                                 |              |              |
| Material: 100% polyester pique with Posi Charge technology    | Product/Style N.:                             |              |             | Product/Style N.:                             |              |              |
| Weight: 4.4 oz                                                | Material & Weight:                            |              |             | Material & Weight:                            |              |              |
| PRICE PER ITEM                                                | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                        | \$ -                                          | \$ -         | \$ 13.98    | Discontinued                                  | Discontinued | Discontinued |
| Specify Standard Order Quantity: 12- _____ each               | \$ -                                          | \$ -         | \$ 11.98    | Discontinued                                  | Discontinued | Discontinued |
| Specify Large Order Quantity: Over _____ each                 | \$ -                                          | \$ -         | \$ 9.09     | Discontinued                                  | Discontinued | Discontinued |
| Sizes: 2XL-3XL                                                | \$ -                                          | \$ -         | \$ 1.50     | Discontinued                                  | Discontinued | Discontinued |
| Sizes: 4XL-5XL                                                | \$ -                                          | \$ -         | \$ -        | Discontinued                                  | Discontinued | Discontinued |
|                                                               |                                               |              |             |                                               |              |              |
| Item 41: Men's Heathered Style Polyester Polo                 | Item 41: Men's Heathered Style Polyester Polo |              |             | Item 41: Men's Heathered Style Polyester Polo |              |              |
| Estimated Annual Quantity: 120                                | Item Bid If Different from Example Brand:     |              |             | Item Bid If Different from Example Brand:     |              |              |
| Example Brand: Sport-Tek® Heather Contender™ Polo. ST660      | Manufacturer:                                 |              |             | Manufacturer:                                 |              |              |
| Material: 100% polyester jersey                               | Product/Style N.:                             |              |             | Product/Style N.:                             |              |              |
| Weight: 3.8 oz                                                | Material & Weight:                            |              |             | Material & Weight:                            |              |              |
| PRICE PER ITEM                                                | White                                         | Light Colors | Dark Colors | White                                         | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                        | \$ -                                          | \$ -         | \$ 16.30    | \$ 13.15                                      | \$ 13.15     | \$ 13.15     |
| Specify Standard Order Quantity: 12- _____ each               | \$ -                                          | \$ -         | \$ 12.30    | \$ 11.65                                      | \$ 11.65     | \$ 11.65     |
| Specify Large Order Quantity: Over _____ each                 | \$ -                                          | \$ -         | \$ 10.67    | \$ 11.15                                      | \$ 11.15     | \$ 11.15     |
| Sizes: 2XL-3XL                                                | \$ -                                          | \$ -         | \$ 1.50     | 1.25/3.50                                     | 1.25/3.50    | 1.25/3.50    |
| Sizes: 4XL-5XL                                                | \$ -                                          | \$ -         | \$ 2.50     | \$ 4.50                                       | \$ 4.50      | \$ 4.50      |
|                                                               |                                               |              |             |                                               |              |              |

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| TOPS                                                                     | M&M Apparel                                    |              |             | CC CREATIONS                                   |              |             |
|--------------------------------------------------------------------------|------------------------------------------------|--------------|-------------|------------------------------------------------|--------------|-------------|
| Item 42: Ladies Heathered Style Polyester Polo                           | Item 42: Ladies Heathered Style Polyester Polo |              |             | Item 42: Ladies Heathered Style Polyester Polo |              |             |
| Estimated Annual Quantity: 50                                            | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Ladies Heather Contender™ Polo. LST660         | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 100% polyester jersey                                          | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 3.8 oz                                                           | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                           | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                   | \$ -                                           | \$ -         | \$ 16.30    | \$ 13.15                                       | \$ 13.15     | \$ 13.15    |
| Specify Standard Order Quantity: 12- _____ each                          | \$ -                                           | \$ -         | \$ 12.30    | \$ 11.65                                       | \$ 11.65     | \$ 11.65    |
| Specify Large Order Quantity: Over _____ each                            | \$ -                                           | \$ -         | \$ 10.67    | \$ 11.15                                       | \$ 11.15     | \$ 11.15    |
| Sizes: 2XL-3XL                                                           | \$ -                                           | \$ -         | \$ 1.50     | 1.25/3.50                                      | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                           | \$ -                                           | \$ -         | \$ 2.50     | \$ 4.50                                        | \$ 4.50      | \$ 4.50     |
| Item 43: Adult Long-Sleeve Performance Crew                              | Item 43: Adult Long-Sleeve Performance Crew    |              |             | Item 43: Adult Long-Sleeve Performance Crew    |              |             |
| Estimated Annual Quantity: 10                                            | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Long Sleeve Ultimate Performance Crew. ST700LS | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 95/5 poly/spandex jersey                                       | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 5 oz                                                             | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                           | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                   | \$ -                                           | \$ -         | \$ 16.30    | \$ 13.15                                       | \$ 13.15     | \$ 13.15    |
| Specify Standard Order Quantity: 12- _____ each                          | \$ -                                           | \$ -         | \$ 13.30    | \$ 11.65                                       | \$ 11.65     | \$ 11.65    |
| Specify Large Order Quantity: Over _____ each                            | \$ -                                           | \$ -         | \$ 10.61    | \$ 11.15                                       | \$ 11.15     | \$ 11.15    |
| Sizes: 2XL-3XL                                                           | \$ -                                           | \$ -         | \$ 1.50     | 1.25/3.50                                      | 1.25/3.50    | 1.25/3.50   |
| Sizes: 4XL-5XL                                                           | \$ -                                           | \$ -         | \$ 2.50     | \$ 4.50                                        | \$ 4.50      | \$ 4.50     |
| Item 44: Adult Short-Sleeve Performance Crew                             | Item 44: Adult Short-Sleeve Performance Crew   |              |             | Item 44: Adult Short-Sleeve Performance Crew   |              |             |
| Estimated Annual Quantity: 10                                            | Item Bid If Different from Example Brand:      |              |             | Item Bid If Different from Example Brand:      |              |             |
| Example Brand: Sport-Tek® Ultimate Performance Crew. ST700               | Manufacturer:                                  |              |             | Manufacturer:                                  |              |             |
| Material: 95/5 poly/spandex jersey                                       | Product/Style N.:                              |              |             | Product/Style N.:                              |              |             |
| Weight: 5 oz                                                             | Material & Weight:                             |              |             | Material & Weight:                             |              |             |
| PRICE PER ITEM                                                           | White                                          | Light Colors | Dark Colors | White                                          | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                   | \$ -                                           | \$ -         | \$ 13.24    | \$ 10.85                                       | \$ 10.85     | \$ 10.85    |
| Specify Standard Order Quantity: 12- _____ each                          | \$ -                                           | \$ -         | \$ 11.24    | \$ 9.15                                        | \$ 9.15      | \$ 9.15     |
| Specify Large Order Quantity: Over _____ each                            | \$ -                                           | \$ -         | \$ 8.63     | \$ 8.65                                        | \$ 8.65      | \$ 8.65     |

## RFP#22-036 AWARD PRICING

| TOPS                                                                            |                                                                           | M&M Apparel  |             |                                                                           | CC CREATIONS |             |  |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------|-------------|---------------------------------------------------------------------------|--------------|-------------|--|
| Sizes: 2XL-3XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 1.50        |  |
| Sizes: 4XL-5XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 2.50        |  |
| Item 45: Adult Short-Sleeve Tricolor Shoulder Micro pique Sport-Wick Polo       | Item 45: Adult Short-Sleeve Tricolor Shoulder Micro pique Sport-Wick Polo |              |             | Item 45: Adult Short-Sleeve Tricolor Shoulder Micro pique Sport-Wick Polo |              |             |  |
| Estimated Annual Quantity: 10                                                   | Item Bid If Different from Example Brand:                                 |              |             | Item Bid If Different from Example Brand:                                 |              |             |  |
| Example Brand: Sport-Tek® Tricolor Shoulder Micro pique Sport-Wick® Polo. ST658 | Manufacturer:                                                             |              |             | Manufacturer:                                                             |              |             |  |
| Material: 100% polyester tricot                                                 | Product/Style N.:                                                         |              |             | Product/Style N.:                                                         |              |             |  |
| Weight: 3.8 oz                                                                  | Material & Weight:                                                        |              |             | Material & Weight:                                                        |              |             |  |
| PRICE PER ITEM                                                                  | White                                                                     | Light Colors | Dark Colors | White                                                                     | Light Colors | Dark Colors |  |
| Special Order; As required (1-11 each)                                          | \$                                                                        | -            | \$          | -                                                                         | \$           | 25.25       |  |
| Specify Standard Order Quantity: 12-_____ each                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 21.25       |  |
| Specify Large Order Quantity: Over _____ each                                   | \$                                                                        | -            | \$          | -                                                                         | \$           | 17.24       |  |
| Sizes: 2XL-3XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 1.50        |  |
| Sizes: 4XL-5XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 2.50        |  |
| Item 46: Adult Short-Sleeve Side Blocked Micro pique Sport-Wick Polo            | Item 46: Adult Short-Sleeve Side Blocked Micro pique Sport-Wick Polo      |              |             | Item 46: Adult Short-Sleeve Side Blocked Micro pique Sport-Wick Polo      |              |             |  |
| Estimated Annual Quantity: 20                                                   | Item Bid If Different from Example Brand:                                 |              |             | Item Bid If Different from Example Brand:                                 |              |             |  |
| Example Brand: Sport-Tek® Side Blocked Micro pique Sport-Wick® Polo. ST655      | Manufacturer:                                                             |              |             | Manufacturer:                                                             |              |             |  |
| Material: 100% polyester tricot                                                 | Product/Style N.:                                                         |              |             | Product/Style N.:                                                         |              |             |  |
| Weight: 3.8 oz                                                                  | Material & Weight:                                                        |              |             | Material & Weight:                                                        |              |             |  |
| PRICE PER ITEM 46                                                               | White                                                                     | Light Colors | Dark Colors | White                                                                     | Light Colors | Dark Colors |  |
| Special Order; As required (1-11 each)                                          | \$                                                                        | -            | \$          | -                                                                         | \$           | 23.44       |  |
| Specify Standard Order Quantity: 12-_____ each                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 20.44       |  |
| Specify Large Order Quantity: Over _____ each                                   | \$                                                                        | -            | \$          | -                                                                         | \$           | 15.26       |  |
| Sizes: 2XL-3XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 1.50        |  |
| Sizes: 4XL-5XL                                                                  | \$                                                                        | -            | \$          | -                                                                         | \$           | 2.50        |  |
| Item 47: Men's Long-Sleeve Roll Sleeve Twill Shirt                              | Item 47: Men's Long-Sleeve Roll Sleeve Twill Shirt                        |              |             | Item 47: Men's Long-Sleeve Roll Sleeve Twill Shirt                        |              |             |  |
| Estimated Annual Quantity: 5                                                    | Item Bid If Different from Example Brand:                                 |              |             | Item Bid If Different from Example Brand:                                 |              |             |  |
| Example Brand: Port Authority® Stain-Release Roll Sleeve Twill Shirt. S649      | Manufacturer:                                                             |              |             | Manufacturer:                                                             |              |             |  |
| Material: 55/45 cotton/poly with stain release finish                           | Product/Style N.:                                                         |              |             | Product/Style N.:                                                         |              |             |  |
| Weight: 4.5 oz                                                                  | Material & Weight:                                                        |              |             | Material & Weight:                                                        |              |             |  |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                           |                                                          |              |             |                                                          |              |              |
|------------------------------------------------------------------------------------|----------------------------------------------------------|--------------|-------------|----------------------------------------------------------|--------------|--------------|
| TOPS                                                                               | M&M Apparel                                              |              |             | CC CREATIONS                                             |              |              |
| PRICE PER ITEM                                                                     | White                                                    | Light Colors | Dark Colors | White                                                    | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                                             | \$ -                                                     | \$ -         | \$ 33.98    | Discontinued                                             | Discontinued | Discontinued |
| Specify Standard Order Quantity: 12- _____ each                                    | \$ -                                                     | \$ -         | \$ 29.98    | Discontinued                                             | Discontinued | Discontinued |
| Specify Large Order Quantity: Over _____ each                                      | \$ -                                                     | \$ -         | \$ 22.09    | Discontinued                                             | Discontinued | Discontinued |
| Sizes: 2XL-3XL                                                                     | \$ -                                                     | \$ -         | \$ 1.50     | Discontinued                                             | Discontinued | Discontinued |
| Sizes: 4XL-5XL                                                                     | \$ -                                                     | \$ -         | \$ 2.50     | Discontinued                                             | Discontinued | Discontinued |
|                                                                                    |                                                          |              |             |                                                          |              |              |
| Item 48: Adult Long-Sleeve Denim Shirt                                             | Item 48: Adult Long-Sleeve Denim Shirt                   |              |             | Item 48: Adult Long-Sleeve Denim Shirt                   |              |              |
| Estimated Annual Quantity:                                                         | Item Bid If Different from Example Brand:                |              |             | Item Bid If Different from Example Brand:                |              |              |
| Example Brand: Port Authority® Long Sleeve Denim Shirt, S600                       | Manufacturer:                                            |              |             | Manufacturer:                                            |              |              |
| Material: 100% cotton                                                              | Product/Style N.:                                        |              |             | Product/Style N.:                                        |              |              |
| Weight: 6.5 oz                                                                     | Material & Weight:                                       |              |             | Material & Weight:                                       |              |              |
| PRICE PER ITEM                                                                     | White                                                    | Light Colors | Dark Colors | White                                                    | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                                             | \$ -                                                     | \$ -         | \$ 30.58    | \$ 22.85                                                 | \$ 22.85     | \$ 22.85     |
| Specify Standard Order Quantity: 12- _____ each                                    | \$ -                                                     | \$ -         | \$ 26.58    | \$ 21.85                                                 | \$ 21.85     | \$ 21.85     |
| Specify Large Order Quantity: Over _____ each                                      | \$ -                                                     | \$ -         | \$ 21.18    | \$ 21.35                                                 | \$ 21.35     | \$ 21.35     |
| Sizes: 2XL-3XL                                                                     | \$ -                                                     | \$ -         | \$ 1.5      | 1.25/3.50                                                | 1.25/3.50    | 1.25/3.50    |
| Sizes: 4XL-5XL                                                                     | \$ -                                                     | \$ -         | \$ 2.5      | 4.50/5.75                                                | 4.50/5.75    | 4.50/5.75    |
|                                                                                    |                                                          |              |             |                                                          |              |              |
| Item 49: Economy Class 2 Safety Vest with Zipper Closure                           | Item 49: Economy Class 2 Safety Vest with Zipper Closure |              |             | Item 49: Economy Class 2 Safety Vest with Zipper Closure |              |              |
| Estimated Annual Quantity: 300                                                     | Item Bid If Different from Example Brand:                |              |             | Item Bid If Different from Example Brand:                |              |              |
| Example Brand: Radians SV2ZGS Economy Class 2 Solid Safety Vest with Zipper SV2ZGS | Manufacturer:                                            |              |             | Manufacturer:                                            |              |              |
| Material: 100% polyester solid knit                                                | Product/Style N.:                                        |              |             | Product/Style N.:                                        |              |              |
| Weight: Not listed                                                                 | Material & Weight:                                       |              |             | Material & Weight:                                       |              |              |
| PRICE PER ITEM                                                                     | White                                                    | Light Colors | Dark Colors | White                                                    | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                                             | \$ -                                                     | \$ -         | \$ 27.04    | \$ 7.50                                                  | \$ 7.50      | \$ 7.50      |
| Specify Standard Order Quantity: 12- _____ each                                    | \$ -                                                     | \$ -         | \$ 23.04    | \$ 5.50                                                  | \$ 5.50      | \$ 5.50      |
| Specify Large Order Quantity: Over _____ each                                      | \$ -                                                     | \$ -         | \$ 17.60    | \$ 5.25                                                  | \$ 5.25      | \$ 5.25      |
| Sizes: 2XL-3XL                                                                     | \$ -                                                     | \$ -         | \$ 1.50     | 1.00/2.00                                                | 1.00/2.00    | 1.00/2.00    |
| Sizes: 4XL-5XL                                                                     | \$ -                                                     | \$ -         | \$ 3.50     | 3.00/4.00                                                | 3.00/4.00    | 3.00/4.00    |
|                                                                                    |                                                          |              |             |                                                          |              |              |

## RFP#22-036 AWARD PRICING

| TOPS                                                                                       | M&M Apparel                                                                                |              |             | CC CREATIONS                                                                               |              |             |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------|-------------|--------------------------------------------------------------------------------------------|--------------|-------------|
| Item 50: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction | Item 50: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction |              |             | Item 50: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction |              |             |
| Estimated Annual Quantity: 100                                                             | Item Bid If Different from Example Brand:                                                  |              |             | Item Bid If Different from Example Brand:                                                  |              |             |
| Example Brand: Carhartt K-84                                                               | Manufacturer:                                                                              |              |             | Manufacturer:                                                                              |              |             |
| Material: 100% Cotton Jersey Knit                                                          | Product/Style N.:                                                                          |              |             | Product/Style N.:                                                                          |              |             |
| Weight: 6.75 oz                                                                            | Material & Weight:                                                                         |              |             | Material & Weight:                                                                         |              |             |
| PRICE PER ITEM                                                                             | White                                                                                      | Light Colors | Dark Colors | White                                                                                      | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                                     | \$ -                                                                                       | \$ -         | \$ 25.00    | \$ 19.60                                                                                   | \$ 19.60     | \$ 19.60    |
| Specify Standard Order Quantity: 12- _____ each                                            | \$ -                                                                                       | \$ -         | \$ 22.00    | \$ 18.60                                                                                   | \$ 18.60     | \$ 18.60    |
| Specify Large Order Quantity: Over _____ each                                              | \$ -                                                                                       | \$ -         | \$ 16.90    | \$ 18.10                                                                                   | \$ 18.10     | \$ 18.10    |
| Sizes: 2XL-3XL                                                                             | \$ -                                                                                       | \$ -         | \$ 3.25     | 1.00/3.75                                                                                  | 1.00/3.75    | 1.00/3.75   |
| Sizes: 4XL-5XL                                                                             | \$ -                                                                                       | \$ -         | \$ -        | \$ 4.25                                                                                    | \$ 4.25      | \$ 4.25     |
| Item 51: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction | Item 51: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction |              |             | Item 51: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction |              |             |
| Estimated Annual Quantity: 100                                                             | Item Bid If Different from Example Brand:                                                  |              |             | Item Bid If Different from Example Brand:                                                  |              |             |
| Example Brand: Carhartt K-87                                                               | Manufacturer:                                                                              |              |             | Manufacturer:                                                                              |              |             |
| Material: 100% Cotton Jersey Kit                                                           | Product/Style N.:                                                                          |              |             | Product/Style N.:                                                                          |              |             |
| Weight: 6.75 oz                                                                            | Material & Weight:                                                                         |              |             | Material & Weight:                                                                         |              |             |
| PRICE PER ITEM                                                                             | White                                                                                      | Light Colors | Dark Colors | White                                                                                      | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                                     | \$ -                                                                                       | \$ -         | \$ 22.10    | \$ 17.30                                                                                   | \$ 17.30     | \$ 17.30    |
| Specify Standard Order Quantity: 12- _____ each                                            | \$ -                                                                                       | \$ -         | \$ 19.10    | \$ 15.80                                                                                   | \$ 15.80     | \$ 15.80    |
| Specify Large Order Quantity: Over _____ each                                              | \$ -                                                                                       | \$ -         | \$ 14.35    | \$ 15.30                                                                                   | \$ 15.30     | \$ 15.30    |
| Sizes: 2XL-3XL                                                                             | \$ -                                                                                       | \$ -         | \$ 3.25     | 1.00/2.50                                                                                  | 1.00/2.50    | 1.00/2.50   |
| Sizes: 4XL-5XL                                                                             | \$ -                                                                                       | \$ -         | \$ -        | \$ 3.50                                                                                    | \$ 3.50      | \$ 3.50     |
| Item 52: Long-Sleeve Workwear Henley, Three Button Front                                   | Item 52: Long-Sleeve Workwear Henley, Three Button Front                                   |              |             | Item 52: Long-Sleeve Workwear Henley, Three Button Front                                   |              |             |
| Estimated Annual Quantity: 100                                                             | Item Bid If Different from Example Brand:                                                  |              |             | Item Bid If Different from Example Brand:                                                  |              |             |
| Example Brand: Carhartt K-128                                                              | Manufacturer:                                                                              |              |             | Manufacturer:                                                                              |              |             |
| Material: 100% Cotton                                                                      | Product/Style N.:                                                                          |              |             | Product/Style N.:                                                                          |              |             |
| Weight: 6.75 oz                                                                            | Material & Weight:                                                                         |              |             | Material & Weight:                                                                         |              |             |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                    |                                                             |              |             |                                                             |              |             |
|-------------------------------------------------------------|-------------------------------------------------------------|--------------|-------------|-------------------------------------------------------------|--------------|-------------|
| TOPS                                                        | M&M Apparel                                                 |              |             | CC CREATIONS                                                |              |             |
| PRICE PER ITEM                                              | White                                                       | Light Colors | Dark Colors | White                                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                      | \$ -                                                        | \$ -         | 32.5        | \$ 24.25                                                    | \$ 24.25     | \$ 24.25    |
| Specify Standard Order Quantity: 12- _____ each             | \$ -                                                        | \$ -         | 28.5        | \$ 23.25                                                    | \$ 23.25     | \$ 23.25    |
| Specify Large Order Quantity: Over _____ each               | \$ -                                                        | \$ -         | 21.14       | \$ 22.75                                                    | \$ 22.75     | \$ 22.75    |
| Sizes: 2XL-3XL                                              | \$ -                                                        | \$ -         | 3.25        | 1.00/3.75                                                   | 1.00/3.75    | 1.00/3.75   |
| Sizes: 4XL-5XL                                              | \$ -                                                        | \$ -         | \$ -        | \$ 4.25                                                     | \$ 4.25      | \$ 4.25     |
| Item 53: Long-Sleeve Workwear Pocket T-Shirt, Crew Neck     | Item 53: Long-Sleeve Workwear Pocket T-Shirt, Crew Neck     |              |             | Item 53: Long-Sleeve Workwear Pocket T-Shirt, Crew Neck     |              |             |
| Estimated Annual Quantity: 100                              | Item Bid If Different from Example Brand:                   |              |             | Item Bid If Different from Example Brand:                   |              |             |
| Example Brand: Carhartt- K-126                              | Manufacturer:                                               |              |             | Manufacturer:                                               |              |             |
| Material: 100% Cotton                                       | Product/Style N.:                                           |              |             | Product/Style N.:                                           |              |             |
| Weight: 6.75 oz                                             | Material & Weight:                                          |              |             | Material & Weight:                                          |              |             |
| PRICE PER ITEM 53                                           | White                                                       | Light Colors | Dark Colors | White                                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                      | \$ -                                                        | \$ -         | 32.5        | \$ 24.25                                                    | \$ 24.25     | \$ 24.25    |
| Specify Standard Order Quantity: 12- _____ each             | \$ -                                                        | \$ -         | 28.5        | \$ 23.25                                                    | \$ 23.25     | \$ 23.25    |
| Specify Large Order Quantity: Over _____ each               | \$ -                                                        | \$ -         | 21.14       | \$ 22.75                                                    | \$ 22.75     | \$ 22.75    |
| Sizes: 2XL-3XL                                              | \$ -                                                        | \$ -         | 3.25        | 1.00/3.75                                                   | 1.00/3.75    | 1.00/3.75   |
| Sizes: 4XL-5XL                                              | \$ -                                                        | \$ -         | \$ -        | \$ 4.25                                                     | \$ 4.25      | \$ 4.25     |
| Item 54: Ultra Cotton Adult Long-Sleeve T-Shirt (No Pocket) | Item 54: Ultra Cotton Adult Long-Sleeve T-Shirt (No Pocket) |              |             | Item 54: Ultra Cotton Adult Long-Sleeve T-Shirt (No Pocket) |              |             |
| Estimated Annual Quantity: 100                              | Item Bid If Different from Example Brand:                   |              |             | Item Bid If Different from Example Brand:                   |              |             |
| Example Brand: Gildan, G2400                                | Manufacturer:                                               |              |             | Manufacturer:                                               |              |             |
| Material: 100 Preshrunk Cotton                              | Product/Style N.:                                           |              |             | Product/Style N.:                                           |              |             |
| Weight: 5.6 oz                                              | Material & Weight:                                          |              |             | Material & Weight:                                          |              |             |
| PRICE PER ITEM                                              | White                                                       | Light Colors | Dark Colors | White                                                       | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                      | \$ 9.70                                                     | \$ 11.08     | \$ 11.08    | \$ 9.25                                                     | \$ 9.25      | \$ 9.25     |
| Specify Standard Order Quantity: 12- _____ each             | \$ 7.70                                                     | \$ 9.08      | \$ 9.08     | \$ 7.25                                                     | \$ 7.25      | \$ 7.25     |
| Specify Large Order Quantity: Over _____ each               | \$ 5.42                                                     | \$ 6.95      | \$ 6.95     | \$ 6.95                                                     | \$ 6.95      | \$ 6.95     |
| Sizes: 2XL-3XL                                              | \$ 1.50                                                     | \$ 1.50      | \$ 1.50     | 2.25/4.00                                                   | 2.25/4.00    | 2.25/4.00   |
| Sizes: 4XL-5XL                                              | \$ 2.00                                                     | \$ 2.00      | \$ 2.00     | 4.50/5.50                                                   | 4.50/5.50    | 4.50/5.50   |



## RFP#22-036 AWARD PRICING

| TOPS                                                               |  | M&M Apparel                                                        |              |             | CC CREATIONS                                                       |              |             |
|--------------------------------------------------------------------|--|--------------------------------------------------------------------|--------------|-------------|--------------------------------------------------------------------|--------------|-------------|
| Item 55: Ultra Cotton Adult Short-Sleeve T-Shirt with Pocket       |  | Item 55: Ultra Cotton Adult Short-Sleeve T-Shirt with Pocket       |              |             | Item 55: Ultra Cotton Adult Short-Sleeve T-Shirt with Pocket       |              |             |
| Estimated Annual Quantity: 3,000                                   |  | Item Bid If Different from Example Brand:                          |              |             | Item Bid If Different from Example Brand:                          |              |             |
| Example Brand: Gildan, Style 2300                                  |  | Manufacturer:                                                      |              |             | Manufacturer:                                                      |              |             |
| Material: 100% Preshrunk Cotton                                    |  | Product/Style N.:                                                  |              |             | Product/Style N.:                                                  |              |             |
| Weight: 6.1 oz                                                     |  | Material & Weight:                                                 |              |             | Material & Weight:                                                 |              |             |
| PRICE PER ITEM                                                     |  | White                                                              | Light Colors | Dark Colors | White                                                              | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                             |  | \$ 10.22                                                           | \$ 11.28     | \$ 11.28    | \$ 9.85                                                            | \$ 9.85      | \$ 9.85     |
| Specify Standard Order Quantity: 12-_____ each                     |  | \$ 9.22                                                            | \$ 9.28      | \$ 9.28     | \$ 8.10                                                            | \$ 8.10      | \$ 8.10     |
| Specify Large Order Quantity: Over _____ each                      |  | \$ 5.96                                                            | \$ 7.59      | \$ 7.59     | \$ 7.85                                                            | \$ 7.85      | \$ 7.85     |
| Sizes: 2XL-3XL                                                     |  | \$ 1.50                                                            | \$ 1.50      | \$ 1.50     | 1.75/3.50                                                          | 1.75/3.50    | 1.75/3.50   |
| Sizes: 4XL-5XL                                                     |  | \$ 2.00                                                            | \$ 2.00      | \$ 2.00     | 4.00/4.50                                                          | 4.00/4.50    | 4.00/4.50   |
| Item 56: Adult Sweat Shirt, Long Sleeve, Ultimate Cotton Crew Neck |  | Item 56: Adult Sweat Shirt, Long Sleeve, Ultimate Cotton Crew Neck |              |             | Item 56: Adult Sweat Shirt, Long Sleeve, Ultimate Cotton Crew Neck |              |             |
| Estimated Annual Quantity: 100                                     |  | Item Bid If Different from Example Brand:                          |              |             | Item Bid If Different from Example Brand:                          |              |             |
| Example Brand: Hanes, Style F260                                   |  | Manufacturer:                                                      |              |             | Manufacturer:                                                      |              |             |
| Material: 90% Cotton, 10% Polyester                                |  | Product/Style N.:                                                  |              |             | Product/Style N.:                                                  |              |             |
| Weight: 9.7 oz                                                     |  | Material & Weight:                                                 |              |             | Material & Weight:                                                 |              |             |
| PRICE PER ITEM                                                     |  | White                                                              | Light Colors | Dark Colors | White                                                              | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                             |  | \$ 16.70                                                           | \$ 19.22     | \$ 19.22    | \$ 17.75                                                           | \$ 17.75     | \$ 17.75    |
| Specify Standard Order Quantity: 12-_____ each                     |  | \$ 13.70                                                           | \$ 16.22     | \$ 16.22    | \$ 16.25                                                           | \$ 16.25     | \$ 16.25    |
| Specify Large Order Quantity: Over _____ each                      |  | \$ 10.22                                                           | \$ 13.49     | \$ 13.49    | \$ 15.75                                                           | \$ 15.75     | \$ 15.75    |
| Sizes: 2XL-3XL                                                     |  | \$ 1.50                                                            | \$ 1.50      | \$ 1.50     | 2.75/5.00                                                          | 2.75/5.00    | 2.75/5.00   |
| Sizes: 4XL-5XL                                                     |  | \$ 2.00                                                            | \$ 2.00      | \$ 2.00     | \$ -                                                               | \$ -         | \$ -        |

## RFP#22-036 AWARD PRICING

| TOPS                                                                              | M&M Apparel                                                                       |              |             | CC CREATIONS                                                                      |              |             |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------|-------------|-----------------------------------------------------------------------------------|--------------|-------------|
| Item 57: Adult T-Shirt, Short-Sleeve, Crew Neck                                   | Item 57: Adult T-Shirt, Short-Sleeve, Crew Neck                                   |              |             | Item 57: Adult T-Shirt, Short-Sleeve, Crew Neck                                   |              |             |
| Estimated Annual Quantity: 400                                                    | Item Bid If Different from Example Brand:                                         |              |             | Item Bid If Different from Example Brand:                                         |              |             |
| Example Brand: Hanes Beefy T 5180                                                 | Manufacturer:                                                                     |              |             | Manufacturer:                                                                     |              |             |
| Material: 100% Preshrunk Cotton                                                   | Product/Style N.:                                                                 |              |             | Product/Style N.:                                                                 |              |             |
| Weight: 6.1 oz                                                                    | Material & Weight:                                                                |              |             | Material & Weight:                                                                |              |             |
| PRICE PER ITEM                                                                    | White                                                                             | Light Colors | Dark Colors | White                                                                             | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 10.77                                                                          | \$ 11.67     | \$ 11.67    | \$ 7.75                                                                           | \$ 7.75      | \$ 7.75     |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 8.77                                                                           | \$ 9.67      | \$ 9.67     | \$ 5.75                                                                           | \$ 5.75      | \$ 5.75     |
| Specify Large Order Quantity: Over _____ each                                     | \$ 4.67                                                                           | \$ 5.09      | \$ 5.09     | \$ 5.50                                                                           | \$ 5.50      | \$ 5.50     |
| Sizes: 2XL-3XL                                                                    | \$ 1.50                                                                           | \$ 1.50      | \$ 1.50     | 1.75/3.50                                                                         | 1.75/3.50    | 1.75/3.50   |
| Sizes: 4XL-5XL                                                                    | \$ 2.00                                                                           | \$ 2.00      | \$ 2.00     | 4.00/4.50                                                                         | 4.00/4.50    | 4.00/4.50   |
| Item 58: Adult T-Shirt, Long-Sleeve, Crew Neck                                    | Item 58: Adult T-Shirt, Long-Sleeve, Crew Neck                                    |              |             | Item 58: Adult T-Shirt, Long-Sleeve, Crew Neck                                    |              |             |
| Estimated Annual Quantity: 150                                                    | Item Bid If Different from Example Brand:                                         |              |             | Item Bid If Different from Example Brand:                                         |              |             |
| Example Brand: Hanes Beefy T 5180                                                 | Manufacturer:                                                                     |              |             | Manufacturer:                                                                     |              |             |
| Material: 100% Preshrunk Cotton                                                   | Product/Style N.:                                                                 |              |             | Product/Style N.:                                                                 |              |             |
| Weight: 6.1 oz                                                                    | Material & Weight:                                                                |              |             | Material & Weight:                                                                |              |             |
| PRICE PER ITEM 58                                                                 | White                                                                             | Light Colors | Dark Colors | White                                                                             | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 13.48                                                                          | \$ 14.78     | \$ 14.78    | \$ 7.75                                                                           | \$ 7.75      | \$ 7.75     |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 10.48                                                                          | \$ 12.78     | \$ 12.78    | \$ 5.75                                                                           | \$ 5.75      | \$ 5.75     |
| Specify Large Order Quantity: Over _____ each                                     | \$ 8.31                                                                           | \$ 9.61      | \$ 9.61     | \$ 5.50                                                                           | \$ 5.50      | \$ 5.50     |
| Sizes: 2XL-3XL                                                                    | \$ 1.50                                                                           | \$ 1.50      | \$ 1.50     | 1.75/3.50                                                                         | 1.75/3.50    | 1.75/3.50   |
| Sizes: 4XL-5XL                                                                    | \$ 2.50                                                                           | \$ 2.50      | \$ 2.50     | 4.00/4.50                                                                         | 4.00/4.50    | 4.00/4.50   |
| Item 59: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuffs, 2 Button Plackets, | Item 59: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuffs, 2 Button Plackets, |              |             | Item 59: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuffs, 2 Button Plackets, |              |             |
| Estimated Annual Quantity: 1000                                                   | Item Bid If Different from Example Brand:                                         |              |             | Item Bid If Different from Example Brand:                                         |              |             |
| Example Brand: Jerseys 437                                                        | Manufacturer:                                                                     |              |             | Manufacturer:                                                                     |              |             |
| Material: 50% Cotton, 50% Polyester                                               | Product/Style N.:                                                                 |              |             | Product/Style N.:                                                                 |              |             |
| Weight: 5.6 oz                                                                    | Material & Weight:                                                                |              |             | Material & Weight:                                                                |              |             |
| PRICE PER ITEM                                                                    | White                                                                             | Light Colors | Dark Colors | White                                                                             | Light Colors | Dark Colors |
| Special Order; As required (1-11 each)                                            | \$ 12.50                                                                          | \$ -         | \$ 12.50    | \$ 11.10                                                                          | \$ 11.10     | \$ 11.10    |
| Specify Standard Order Quantity: 12-_____ each                                    | \$ 10.50                                                                          | \$ -         | \$ 10.50    | \$ 9.35                                                                           | \$ 9.35      | \$ 9.35     |
| Specify Large Order Quantity: Over _____ each                                     | \$ 7.91                                                                           | \$ -         | \$ 7.91     | \$ 9.00                                                                           | \$ 9.00      | \$ 9.00     |
| Sizes: 2XL-3XL                                                                    | \$ 1.50                                                                           | \$ -         | \$ 1.50     | 1.00/2.50                                                                         | 1.00/2.50    | 1.00/2.50   |
| Sizes: 4XL-5XL                                                                    | \$ 2.00                                                                           | \$ -         | \$ 2.00     | 3.00/4.00                                                                         | 3.00/4.00    | 3.00/4.00   |

**RFP#22-036 PROPOSED AWARD OF VENDORS**

## RFP#22-036 AWARD PRICING

| TOPS                                                                                         | M&M Apparel                                                                                  |              |             | CC CREATIONS                                                                                 |              |              |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------|-------------|----------------------------------------------------------------------------------------------|--------------|--------------|
|                                                                                              |                                                                                              |              |             |                                                                                              |              |              |
| Item 60: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuff, 2 Button Plackets, With Pocket | Item 60: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuff, 2 Button Plackets, With Pocket |              |             | Item 60: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuff, 2 Button Plackets, With Pocket |              |              |
| Estimated Annual Quantity: 100                                                               | Item Bid If Different from Example Brand:                                                    |              |             | Item Bid If Different from Example Brand:                                                    |              |              |
| Example Brand: Outer Banks 2101                                                              | Manufacturer:                                                                                |              |             | Manufacturer:                                                                                |              |              |
| Material: 100% Cotton Pique                                                                  | Product/Style N.:                                                                            |              |             | Product/Style N.:                                                                            |              |              |
| Weight: 6.5 oz                                                                               | Material & Weight:                                                                           |              |             | Material & Weight:                                                                           |              |              |
| PRICE PER ITEM                                                                               | White                                                                                        | Light Colors | Dark Colors | White                                                                                        | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                                                       | \$ -                                                                                         | \$ -         | \$ -        | Discontinued                                                                                 | Discontinued | Discontinued |
| Specify Standard Order Quantity: 12-_____ each                                               | \$ -                                                                                         | \$ -         | \$ -        | Discontinued                                                                                 | Discontinued | Discontinued |
| Specify Large Order Quantity: Over _____ each                                                | \$ -                                                                                         | \$ -         | \$ -        | Discontinued                                                                                 | Discontinued | Discontinued |
| Sizes: 2XL-3XL                                                                               | \$ -                                                                                         | \$ -         | \$ -        | Discontinued                                                                                 | Discontinued | Discontinued |
| Sizes: 4XL-5XL                                                                               | \$ -                                                                                         | \$ -         | \$ -        | Discontinued                                                                                 | Discontinued | Discontinued |
|                                                                                              |                                                                                              |              |             |                                                                                              |              |              |
| Item 61: Long-Sleeve, Left Chest Pocket, Button Down Collar                                  | Item 61: Long-Sleeve, Left Chest Pocket, Button Down Collar                                  |              |             | Item 61: Long-Sleeve, Left Chest Pocket, Button Down Collar                                  |              |              |
| Estimated Annual Quantity: 50                                                                | Item Bid If Different from Example Brand:                                                    |              |             | Item Bid If Different from Example Brand:                                                    |              |              |
| Example Brand: Van Heusen                                                                    | Manufacturer:                                                                                |              |             | Manufacturer:                                                                                |              |              |
| Material: 60% Cotton, 40% Polyester                                                          | Product/Style N.:                                                                            |              |             | Product/Style N.:                                                                            |              |              |
| Weight: 4.25 oz                                                                              | Material & Weight:                                                                           |              |             | Material & Weight:                                                                           |              |              |
| PRICE PER ITEM                                                                               | White                                                                                        | Light Colors | Dark Colors | White                                                                                        | Light Colors | Dark Colors  |
| Special Order; As required (1-11 each)                                                       | \$ -                                                                                         | \$ -         | \$ 24.98    | \$ 22.75                                                                                     | \$ 22.75     | \$ 22.75     |
| Specify Standard Order Quantity: 12-_____ each                                               | \$ -                                                                                         | \$ -         | \$ 22.98    | \$ 21.75                                                                                     | \$ 21.75     | \$ 21.75     |
| Specify Large Order Quantity: Over _____ each                                                | \$ -                                                                                         | \$ -         | \$ 20.39    | \$ 21.25                                                                                     | \$ 21.25     | \$ 21.25     |
| Sizes: 2XL-3XL                                                                               | \$ -                                                                                         | \$ -         | \$ 1.50     | 1.00/3.50                                                                                    | 1.00/3.50    | 1.00/3.50    |
| Sizes: 4XL-5XL                                                                               | \$ -                                                                                         | \$ -         | \$ 2.50     | \$ -                                                                                         | \$ -         | \$ -         |
|                                                                                              |                                                                                              |              |             |                                                                                              |              |              |
| Item 62: Short-Sleeve, Left Chest Pocket, Button Down Collar                                 | Item 62: Short-Sleeve, Left Chest Pocket, Button Down Collar                                 |              |             | Item 62: Short-Sleeve, Left Chest Pocket, Button Down Collar                                 |              |              |
| Estimated Annual Quantity: 125                                                               | Item Bid If Different from Example Brand:                                                    |              |             | Item Bid If Different from Example Brand:                                                    |              |              |
| Example Brand: Van Heusen                                                                    | Manufacturer:                                                                                |              |             | Manufacturer:                                                                                |              |              |
| Material: 60% Cotton, 40% Polyester                                                          | Product/Style N.:                                                                            |              |             | Product/Style N.:                                                                            |              |              |
| Weight: 4.25 oz                                                                              | Material & Weight:                                                                           |              |             | Material & Weight:                                                                           |              |              |
|                                                                                              |                                                                                              |              |             |                                                                                              |              |              |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                               |                                                                                                                                                                                                       |               |                   |                                                                                                                                                                                                       |               |                   |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|
| TOPS                                                   | M&M Apparel                                                                                                                                                                                           |               |                   | CC CREATIONS                                                                                                                                                                                          |               |                   |
| PRICE PER ITEM                                         | White                                                                                                                                                                                                 | Light Colors  | Dark Colors       | White                                                                                                                                                                                                 | Light Colors  | Dark Colors       |
| Special Order; As required (1-11 each)                 | \$ -                                                                                                                                                                                                  | \$ -          | \$ 22.98          | \$ 23.85                                                                                                                                                                                              | \$ 23.85      | \$ 23.85          |
| Specify Standard Order Quantity: 12- _____ each        | \$ -                                                                                                                                                                                                  | \$ -          | \$ 20.98          | \$ 22.85                                                                                                                                                                                              | \$ 22.85      | \$ 22.85          |
| Specify Large Order Quantity: Over _____ each          | \$ -                                                                                                                                                                                                  | \$ -          | \$ 18.98          | \$ 22.35                                                                                                                                                                                              | \$ 22.35      | \$ 22.35          |
| Sizes: 2XL-3XL                                         | \$ -                                                                                                                                                                                                  | \$ -          | \$ 1.50           | 1.00/3.50                                                                                                                                                                                             | 1.00/3.50     | 1.00/3.50         |
| Sizes: 4XL-5XL                                         | \$ -                                                                                                                                                                                                  | \$ -          | \$ 2.50           | \$ -                                                                                                                                                                                                  | \$ -          | \$ -              |
| Item 63 Men's Adult Glacier Softshell Jacket           | Item 63 Men's Adult Glacier Softshell Jacket                                                                                                                                                          |               |                   | Item 63 Men's Adult Glacier Softshell Jacket                                                                                                                                                          |               |                   |
| Estimated Annual Quantity: 25                          | Item Bid If Different from Example Brand:                                                                                                                                                             |               |                   | Item Bid If Different from Example Brand:                                                                                                                                                             |               |                   |
| Example Brand: Port Authority                          | Manufacturer:                                                                                                                                                                                         |               |                   | Manufacturer:                                                                                                                                                                                         |               |                   |
| Material: 96/4 Polyester / Spandex Stretch Woven Shell | Product/Style N.: J790                                                                                                                                                                                |               |                   | Product/Style N.: J790                                                                                                                                                                                |               |                   |
| Warm, Water Resistant and Wind Resistant               | Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper; zippered chest pockets; zippered pockets; binding @ cuffs; open hem |               |                   | Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper; zippered chest pockets; zippered pockets; binding @ cuffs; open hem |               |                   |
| PRICE PER ITEM                                         | Atlantic Blue/ Chrome                                                                                                                                                                                 | Black/ Chrome | Smoke Grey/Chrome | Atlantic Blue/ Chrome                                                                                                                                                                                 | Black/ Chrome | Smoke Grey/Chrome |
| Special Order; As required (1-11 each)                 | \$ 61.14                                                                                                                                                                                              | \$ -          | \$ 61.14          | \$ 44.00                                                                                                                                                                                              | \$ 44.00      | \$ 44.00          |
| Specify Standard Order Quantity: 12- _____ each        | \$ 58.14                                                                                                                                                                                              | \$ -          | \$ 58.14          | \$ 43.00                                                                                                                                                                                              | \$ 43.00      | \$ 43.00          |
| Specify Large Order Quantity: Over _____ each          | \$ 39.72                                                                                                                                                                                              | \$ -          | \$ 39.72          | \$ 42.00                                                                                                                                                                                              | \$ 42.00      | \$ 42.00          |
| Sizes: 2XL-3XL                                         | \$ 1.50                                                                                                                                                                                               | \$ -          | \$ 1.50           | 1.50/3.50                                                                                                                                                                                             | 1.50/3.50     | 1.50/3.50         |
| Sizes: 4XL-5XL                                         | \$ 2.00                                                                                                                                                                                               | \$ -          | \$ 2.00           | \$ 4.50                                                                                                                                                                                               | \$ 4.50       | \$ 4.50           |
| Item 64 Women's Adult Glacier Softshell Jacket         | Item 64 Women's Adult Glacier Softshell Jacket                                                                                                                                                        |               |                   | Item 64 Women's Adult Glacier Softshell Jacket                                                                                                                                                        |               |                   |
| Estimated Annual Quantity: 25                          | Item Bid If Different from Example Brand:                                                                                                                                                             |               |                   | Item Bid If Different from Example Brand:                                                                                                                                                             |               |                   |
| Example Brand: Port Authority                          | Manufacturer:                                                                                                                                                                                         |               |                   | Manufacturer:                                                                                                                                                                                         |               |                   |
| Material: 96/4 Polyester / Spandex Stretch Woven Shell | Product/Style N.: J790                                                                                                                                                                                |               |                   | Product/Style N.: J790                                                                                                                                                                                |               |                   |
| Warm, Water Resistant and Wind Resistant               | Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper; zippered chest pockets; zippered pockets; binding @ cuffs; open hem |               |                   | Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper; zippered chest pockets; zippered pockets; binding @ cuffs; open hem |               |                   |
| PRICE PER ITEM 64                                      | Atlantic Blue/ Chrome                                                                                                                                                                                 | Black/ Chrome | Smoke Grey/Chrome | Atlantic Blue/ Chrome                                                                                                                                                                                 | Black/ Chrome | Smoke Grey/Chrome |
| Special Order; As required (1-11 each)                 | \$ 61.14                                                                                                                                                                                              | \$ -          | \$ 61.14          | \$ 44.00                                                                                                                                                                                              | \$ 44.00      | \$ 44.00          |
| Specify Standard Order Quantity: 12- _____ each        | \$ 58.14                                                                                                                                                                                              | \$ -          | \$ 58.14          | \$ 43.00                                                                                                                                                                                              | \$ 43.00      | \$ 43.00          |
| Specify Large Order Quantity: Over _____ each          | \$ 39.72                                                                                                                                                                                              | \$ -          | \$ 39.72          | \$ 42.00                                                                                                                                                                                              | \$ 42.00      | \$ 42.00          |
| Sizes: 2XL-3XL                                         | \$ 1.50                                                                                                                                                                                               | \$ -          | \$ 1.50           | 1.50/3.50                                                                                                                                                                                             | 1.50/3.50     | 1.50/3.50         |
| Sizes: 4XL-5XL                                         | \$ 2.00                                                                                                                                                                                               | \$ -          | \$ 2.00           | \$ 4.50                                                                                                                                                                                               | \$ 4.50       | \$ 4.50           |

**RFP#22-036 PROPOSED AWARD OF VENDORS**

| RFP#22-036 AWARD PRICING                                                                                                           |  |                                                                                                                                    |    |       |                                                                                                                                    |    |      |
|------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|----|-------|------------------------------------------------------------------------------------------------------------------------------------|----|------|
| TOPS                                                                                                                               |  | M&M Apparel                                                                                                                        |    |       | CC CREATIONS                                                                                                                       |    |      |
| HATS                                                                                                                               |  |                                                                                                                                    |    |       |                                                                                                                                    |    |      |
| Item 65: Youth Cotton Flex Fit Custom Baseball Caps                                                                                |  | Item 65: Youth Cotton Flex Fit Custom Baseball Caps                                                                                |    |       | Item 65: Youth Cotton Flex Fit Custom Baseball Caps                                                                                |    |      |
| Estimated Annual Quantity: 120                                                                                                     |  | Item Bid If Different from Example Brand:                                                                                          |    |       | Item Bid If Different from Example Brand:                                                                                          |    |      |
| Example Brand: Richardson Pro, Style 185                                                                                           |  | Manufacturer:                                                                                                                      |    |       | Manufacturer:                                                                                                                      |    |      |
| Material: Cotton-Poly Blend Stretch Fabric                                                                                         |  | Product/Style N.:                                                                                                                  |    |       | Product/Style N.:                                                                                                                  |    |      |
| Weight: Not Listed                                                                                                                 |  | Material & Weight:                                                                                                                 |    |       | Material & Weight:                                                                                                                 |    |      |
|                                                                                                                                    |  | PRICE PER CAP                                                                                                                      |    |       | PRICE PER CAP                                                                                                                      |    |      |
| Special Order; As required (1-11 each)                                                                                             |  |                                                                                                                                    | \$ | 11.75 |                                                                                                                                    | \$ | 9.80 |
| Specify Standard Order Quantity: 12- _____ each                                                                                    |  |                                                                                                                                    | \$ | 9.75  |                                                                                                                                    | \$ | 8.30 |
| Specify Large Order Quantity: Over _____ each                                                                                      |  |                                                                                                                                    | \$ | 8.00  |                                                                                                                                    | \$ | 8.00 |
|                                                                                                                                    |  |                                                                                                                                    |    |       |                                                                                                                                    |    |      |
| Item 66: Adult, 5-Panel Golf Cap, Constructed Fused Buckram, Sewn Eyelets, 1/4" Braided Cord, Matching Underbill, Plastic Fastener |  | Item 66: Adult, 5-Panel Golf Cap, Constructed Fused Buckram, Sewn Eyelets, 1/4" Braided Cord, Matching Underbill, Plastic Fastener |    |       | Item 66: Adult, 5-Panel Golf Cap, Constructed Fused Buckram, Sewn Eyelets, 1/4" Braided Cord, Matching Underbill, Plastic Fastener |    |      |
| Estimated Annual Quantity: 200                                                                                                     |  | Item Bid If Different from Example Brand:                                                                                          |    |       | Item Bid If Different from Example Brand:                                                                                          |    |      |
| Example Brand: Yupoong 6002-B                                                                                                      |  | Manufacturer:                                                                                                                      |    |       | Manufacturer:                                                                                                                      |    |      |
| Material: 60% Cotton, 40% Polyester                                                                                                |  | Product/Style N.:                                                                                                                  |    |       | Product/Style N.:                                                                                                                  |    |      |
| Weight: Not Listed                                                                                                                 |  | Material & Weight:                                                                                                                 |    |       | Material & Weight:                                                                                                                 |    |      |
|                                                                                                                                    |  | PRICE PER CAP                                                                                                                      |    |       | PRICE PER CAP                                                                                                                      |    |      |
| Special Order; As required (1-11 each)                                                                                             |  |                                                                                                                                    | \$ | 9.00  |                                                                                                                                    | \$ | 7.00 |
| Specify Standard Order Quantity: 12- _____ each                                                                                    |  |                                                                                                                                    | \$ | 7.50  |                                                                                                                                    | \$ | 5.25 |
| Specify Large Order Quantity: Over _____ each                                                                                      |  |                                                                                                                                    | \$ | 6.00  |                                                                                                                                    | \$ | 5.00 |
|                                                                                                                                    |  |                                                                                                                                    |    |       |                                                                                                                                    |    |      |

## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                                                                           |                                                                                                                                    |    |       |                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|----|-------|------------------------------------------------------------------------------------------------------------------------------------|
| TOPS                                                                                                                               | M&M Apparel                                                                                                                        |    |       | CC CREATIONS                                                                                                                       |
| Item 67 Adult Mesh Back Cap, Poplin Front Panel, Nylon Back, 1/4", Constructed Fused Buckram, Matching Underbill, Plastic Fastener | Item 67 Adult Mesh Back Cap, Poplin Front Panel, Nylon Back, 1/4", Constructed Fused Buckram, Matching Underbill, Plastic Fastener |    |       | Item 67 Adult Mesh Back Cap, Poplin Front Panel, Nylon Back, 1/4", Constructed Fused Buckram, Matching Underbill, Plastic Fastener |
| Estimated Annual Quantity: 280                                                                                                     | Item Bid If Different from Example Brand:                                                                                          |    |       | Item Bid If Different from Example Brand:                                                                                          |
| Example Brand: Yupoong 6006                                                                                                        | Manufacturer:                                                                                                                      |    |       | Manufacturer:                                                                                                                      |
| Material: 47% Cotton, 25% Polyester, 28% Nylon                                                                                     | Product/Style N.:                                                                                                                  |    |       | Product/Style N.:                                                                                                                  |
| Weight: Not Listed                                                                                                                 | Material & Weight:                                                                                                                 |    |       | Material & Weight:                                                                                                                 |
|                                                                                                                                    | PRICE PER CAP                                                                                                                      |    |       | PRICE PER CAP                                                                                                                      |
| Special Order; As required (1-11 each)                                                                                             |                                                                                                                                    | \$ | 7.82  | \$ 7.50                                                                                                                            |
| Specify Standard Order Quantity: 12-_____ each                                                                                     |                                                                                                                                    | \$ | 5.82  | \$ 5.75                                                                                                                            |
| Specify Large Order Quantity: Over _____ each                                                                                      |                                                                                                                                    | \$ | 5.08  | \$ 5.50                                                                                                                            |
| Item 68: Adult Garment Washed Cotton Twill Hat. Pre-Curved Visor. Tuck Strap with Slide Closure.                                   | Item 68: Adult Garment Washed Cotton Twill Hat. Pre-Curved Visor. Tuck Strap with Slide Closure.                                   |    |       | Item 68: Adult Garment Washed Cotton Twill Hat. Pre-Curved Visor. Tuck Strap with Slide Closure.                                   |
| Estimated Annual Quantity: 45                                                                                                      | Item Bid If Different from Example Brand:                                                                                          |    |       | Item Bid If Different from Example Brand:                                                                                          |
| Example Brand: OC Sports GWT-111                                                                                                   | Manufacturer:                                                                                                                      |    |       | Manufacturer:                                                                                                                      |
| Material: Garment Washed Cotton Twill                                                                                              | Product/Style N.:                                                                                                                  |    |       | Product/Style N.:                                                                                                                  |
| Weight: Not Listed                                                                                                                 | Material & Weight:                                                                                                                 |    |       | Material & Weight:                                                                                                                 |
|                                                                                                                                    | PRICE PER CAP                                                                                                                      |    |       | PRICE PER CAP                                                                                                                      |
| Special Order; As required (1-11 each)                                                                                             |                                                                                                                                    | \$ | 14.90 | \$ 7.00                                                                                                                            |
| Specify Standard Order Quantity: 12-_____ each                                                                                     |                                                                                                                                    | \$ | 12.40 | \$ 5.25                                                                                                                            |
| Specify Large Order Quantity: Over _____ each                                                                                      |                                                                                                                                    | \$ | 9.36  | \$ 5.00                                                                                                                            |
| Item 69: Adult cotton twill visor with a 2 1/4" crown and a hook/loop tape closure.                                                | Item 69: Adult cotton twill visor with a 2 1/4" crown and a hook/loop tape closure.                                                |    |       | Item 69: Adult cotton twill visor with a 2 1/4" crown and a hook/loop tape closure.                                                |
| Estimated Annual Quantity: 60                                                                                                      | Item Bid If Different from Example Brand:                                                                                          |    |       | Item Bid If Different from Example Brand:                                                                                          |
| Example Brand: OC Sports PCTV-100                                                                                                  | Manufacturer:                                                                                                                      |    |       | Manufacturer:                                                                                                                      |
| Material: Cotton Twill                                                                                                             | Product/Style N.:                                                                                                                  |    |       | Product/Style N.:                                                                                                                  |
| Weight: Not Listed                                                                                                                 | Material & Weight:                                                                                                                 |    |       | Material & Weight:                                                                                                                 |
|                                                                                                                                    | PRICE PER CAP                                                                                                                      |    |       | PRICE PER CAP                                                                                                                      |
| Special Order; As required (1-11 each)                                                                                             |                                                                                                                                    | \$ | 12.00 | \$ 6.50                                                                                                                            |
| Specify Standard Order Quantity: 12-_____ each                                                                                     |                                                                                                                                    | \$ | 10.00 | \$ 4.50                                                                                                                            |
| Specify Large Order Quantity: Over _____ each                                                                                      |                                                                                                                                    | \$ | 7.80  | \$ 4.25                                                                                                                            |

## RFP#22-036 AWARD PRICING

| TOPS                                                                 | M&M Apparel                                                          | CC CREATIONS                                                         |
|----------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|
| Item 70: Adult cold weather knit cap with 3-inch folding cuff        | Item 70: Adult cold weather knit cap with 3-inch folding cuff        | Item 70: Adult cold weather knit cap with 3-inch folding cuff        |
| Estimated Annual Quantity: 60                                        | Item Bid If Different from Example Brand:                            | Item Bid If Different from Example Brand:                            |
| Example Brand: Port & Company® - Knit Cap. CP90                      | Manufacturer:                                                        | Manufacturer:                                                        |
| Material: 100% acrylic                                               | Product/Style N.:                                                    | Product/Style N.:                                                    |
| Weight: Not Listed                                                   | Material & Weight:                                                   | Material & Weight:                                                   |
|                                                                      | PRICE PER CAP                                                        | PRICE PER CAP                                                        |
| Special Order; As required (1-11 each)                               | \$ 5.37                                                              | \$ 4.95                                                              |
| Specify Standard Order Quantity: 12-_____ each                       | \$ 4.37                                                              | \$ 2.95                                                              |
| Specify Large Order Quantity: Over _____ each                        | \$ 3.58                                                              | \$ 2.75                                                              |
| Item 71: Adult Cap with D-Fit Closure. Contrasting Inserts on Crown. | Item 71: Adult Cap with D-Fit Closure. Contrasting Inserts on Crown. | Item 71: Adult Cap with D-Fit Closure. Contrasting Inserts on Crown. |
| Estimated Annual Quantity: 60                                        | Item Bid If Different from Example Brand:                            | Item Bid If Different from Example Brand:                            |
| Example Brand: Outdoor Cap AMW-200                                   | Manufacturer:                                                        | Manufacturer:                                                        |
| Material: Polyester Moisture Wicking Fabric                          | Product/Style N.:                                                    | Product/Style N.:                                                    |
| Weight: Not Listed                                                   | Material & Weight:                                                   | Material & Weight:                                                   |
|                                                                      | PRICE PER CAP                                                        | PRICE PER CAP                                                        |
| Special Order; As required (1-11 each)                               | \$ -                                                                 | Discontinued                                                         |
| Specify Standard Order Quantity: 12-_____ each                       | \$ -                                                                 | Discontinued                                                         |
| Specify Large Order Quantity: Over _____ each                        | \$ -                                                                 | Discontinued                                                         |
| Item 72: Adult Bucket Cap with leather chin cord. 3' brim.           | Item 72: Adult Bucket Cap with leather chin cord. 3' brim.           | Item 72: Adult Bucket Cap with leather chin cord. 3' brim.           |
| Estimated Annual Quantity:                                           | Item Bid If Different from Example Brand:                            | Item Bid If Different from Example Brand:                            |
| Example Brand: Outdoor Cap BH-600                                    | Manufacturer:                                                        | Manufacturer:                                                        |
| Material: Supplex                                                    | Product/Style N.:                                                    | Product/Style N.:                                                    |
| Weight: Not Listed                                                   | Material & Weight:                                                   | Material & Weight:                                                   |



**RFP#22-036 PROPOSED AWARD OF VENDORS**

| RFP#22-036 AWARD PRICING                                       |  |                                  |       |               |       |
|----------------------------------------------------------------|--|----------------------------------|-------|---------------|-------|
| TOPS                                                           |  | M&M Apparel                      |       | CC CREATIONS  |       |
| Item #72 Continued                                             |  | PRICE PER CAP                    |       | PRICE PER CAP |       |
| Special Order; As required (1-11 each)                         |  | \$                               | 36.00 | \$            | 13.35 |
| Specify Standard Order Quantity: 12-_____ each                 |  | \$                               | 34.00 | \$            | 12.85 |
| Specify Large Order Quantity: Over _____ each                  |  | \$                               | 23.40 | \$            | 12.35 |
|                                                                |  |                                  |       |               |       |
| ADDITIONAL ITEMS FOR RFP#22-036 PROVIDED BY RESPONDING VENDORS |  |                                  |       |               |       |
| Quantities of 500+                                             |  |                                  |       |               |       |
|                                                                |  | SMALL LEFT CHEST TO MAXIMUM AREA |       |               |       |
|                                                                |  | One Location                     |       | Two Locations |       |
| 1 Color Screen                                                 |  | \$                               | 1.40  | \$            | 2.80  |
| 2 Color Screen                                                 |  | \$                               | 1.75  | \$            | 3.50  |
| 3 Color Screen                                                 |  | \$                               | 2.10  | \$            | 4.28  |
| 4 Color Screen                                                 |  | \$                               | 2.45  | \$            | 4.90  |
| 5 Color Screen                                                 |  | \$                               | 2.80  | \$            | 5.60  |
| 6 Color Screen                                                 |  | \$                               | 3.15  | \$            | 6.30  |
|                                                                |  |                                  |       |               |       |
| Quantities less than 200                                       |  | SMALL LEFT CHEST TO MAXIMUM AREA |       |               |       |
| Offered by CC Creations                                        |  | One Location                     |       | Two Locations |       |
| 1 Color Screen                                                 |  |                                  |       |               |       |
| 2 Color Screen                                                 |  |                                  |       |               |       |
| 3 Color Screen                                                 |  |                                  |       |               |       |
| 4 Color Screen                                                 |  |                                  |       |               |       |
| 5 Color Screen                                                 |  |                                  |       |               |       |
| 6 Color Screen                                                 |  |                                  |       |               |       |
|                                                                |  |                                  |       |               |       |
| Quantities of 200-499                                          |  |                                  |       |               |       |
| Offered by CC Creations                                        |  |                                  |       |               |       |
| 1 Color Screen                                                 |  |                                  |       |               |       |
| 2 Color Screen                                                 |  |                                  |       |               |       |
| 3 Color Screen                                                 |  |                                  |       |               |       |
| 4 Color Screen                                                 |  |                                  |       |               |       |
| 5 Color Screen                                                 |  |                                  |       |               |       |
| 6 Color Screen                                                 |  |                                  |       |               |       |
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## RFP#22-036 AWARD PRICING

| RFP#22-036 AWARD PRICING                                                                                                                 |             |       |               |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------|---------------|
| TOPS                                                                                                                                     | M&M Apparel |       |               |
| Additional Charges:                                                                                                                      |             |       |               |
| Silk-Screen Set-Up Fee – One Time Charge for Each New Screen per Color (Silk-Screen Set-Up Fee will not be allowed on any repeat orders) | \$          | 30.00 | per color     |
| Embroidery Tape/Punch Fee - One Time Charge for Each New Set-Up (Embroidery Tape/Punch Fee will not be allowed on any repeat orders)     | \$          | 50.00 | per color     |
| NON ELECTRIC CLOTHING NEEDING EMBROIDERY                                                                                                 |             |       |               |
| Embroider City or Dept. Logo – One Color                                                                                                 | \$          | 8.00  | per shirt/cap |
| Embroider City or Dept. Logo – Two Color                                                                                                 | \$          | 8.00  | per shirt/cap |
| Embroider Logo – 5 Color                                                                                                                 | \$          | 8.00  | per shirt/cap |
| Embroider – 6 Color                                                                                                                      | \$          | 8.00  | per shirt/cap |
| Embroider Department Name (Up to 30 Letters)                                                                                             | \$          | 8.00  | per shirt/cap |
| Embroider Employee Name(Up to 20 Letters)                                                                                                | \$          | 8.00  | per shirt/cap |
| Embroider Employee Rank (Up to 20 Letters)                                                                                               | \$          | 8.00  | per shirt/cap |
| 1” - 2” Any Color Capital Block Lettering (Iron-On Type)                                                                                 | \$          | 1.50  | per letter    |
| 2.5” – 3.5” Any Color Capital Block Lettering (Iron-On Type)                                                                             | \$          | 1.50  | per letter    |
| Hourly Rate for Design/Artwork Preparation                                                                                               | \$          | 30.00 | per letter    |
| Rush Order Charge, For Work Required Within Five (5) Working Days                                                                        | \$          | 25.00 | per letter    |
| ELECTRIC CLOTHING NEEDING EMBROIDERY                                                                                                     |             |       |               |
| Embroider City or Dept. Logo – One Color                                                                                                 | \$          | -     | per shirt/cap |
| Embroider City or Dept. Logo – Two Color                                                                                                 | \$          | -     | per shirt/cap |
| Embroider Logo – 5 Color                                                                                                                 | \$          | -     | per shirt/cap |
| Embroider – 6 Color                                                                                                                      | \$          | -     | per shirt/cap |
| Embroider Department Name (Up to 30 Letters)                                                                                             | \$          | -     | per shirt/cap |
| Embroider Employee Name(Up to 20 Letters)                                                                                                | \$          | -     | per shirt/cap |
| Embroider Employee Rank (Up to 20 Letters)                                                                                               | \$          | -     | per shirt/cap |
| 1” - 2” Any Color Capital Block Lettering (Iron-On Type)                                                                                 | \$          | -     | per letter    |
| 2.5” – 3.5” Any Color Capital Block Lettering (Iron-On Type)                                                                             | \$          | -     | per letter    |

## CC CREATIONS

|    |       |               |
|----|-------|---------------|
| \$ | 12.00 | per color     |
| \$ | 40.00 | per color     |
|    |       |               |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 5.00  | per shirt/cap |
| \$ | 5.00  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 0.80  | per letter    |
| \$ | 1.00  | per letter    |
| \$ | 25.00 | per design    |
| \$ | -     |               |
|    |       |               |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 5.00  | per shirt/cap |
| \$ | 5.00  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 4.50  | per shirt/cap |
| \$ | 0.80  | per letter    |
| \$ | 1.00  | per letter    |

**RFP#22-036 PROPOSED AWARD OF VENDORS**

| RFP#22-036 AWARD PRICING                                          |                                                       |    |       |            |                                  |                     |
|-------------------------------------------------------------------|-------------------------------------------------------|----|-------|------------|----------------------------------|---------------------|
| TOPS                                                              | M&M Apparel                                           |    |       |            | CC CREATIONS                     |                     |
| Hourly Rate for Design/Artwork Preparation                        |                                                       | \$ | -     | per letter |                                  | \$ 25.00 per design |
| Rush Order Charge, For Work Required Within Five (5) Working Days |                                                       | \$ | -     | per letter |                                  | \$ -                |
|                                                                   |                                                       |    |       |            |                                  |                     |
| Percentage off of list price for any items not included in bid    |                                                       |    | 0%    |            |                                  | 0-20%               |
| Additional charges not specifically addressed:                    |                                                       |    |       |            |                                  |                     |
|                                                                   | Screens are \$12ea. If more than the one color design | \$ | 12.00 |            | color matching for ink or thread | \$ 50.00            |
|                                                                   | Note: Per Vendor- Light & White Colors are available  |    |       |            | ink change fee                   | \$ 12.00            |
| RFP#22-036 UNIT PRICE AWARDS                                      |                                                       |    |       |            |                                  |                     |

**March 10, 2022**

**Item No. 7.8.**

**BioCorridor Appointment of P&Z Commission Representatives**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the appointment of Planning & Zoning Commission representatives to the BioCorridor Board.

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** The Planning and Zoning Commission considered this item at their February 17, 2022 regular meeting and voted to recommend Melissa McIlhaney and Bobby Mirza to be the two Planning and Zoning representatives to the BioCorridor Board.

**Summary:** The zoning and development ordinance for the BioCorridor Planned Development District establishes a BioCorridor Board. The Board is comprised of representatives from the City of College Station, the City of Bryan, and the Texas A&M University System that are able to make subjective decisions and/or recommendations regarding appeals and waivers to District standards.

The ordinance calls for the City Council to appoint three representatives from the City of College Station to the Board, including:

- One City Council member and
- Two Planning and Zoning Commissioners.

Terms are for two years, or until a member is no longer serving on the Commission or City Council. Former P&Z Commissioners Joe Guerra and Jeremy Osborne terms have expired.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Article 4 BioCorridor Board

## **ARTICLE 4. BIOCORRIDOR BOARD**

### **4.1 Creation.**

A BioCorridor Board is hereby created for the purpose of enhancing the community's ability to consistently review subdivision, building, and site design issues of the unique, multi-jurisdictional BioCorridor Planned Development District. The BioCorridor Board shall bring governing expertise from each City and a representative of Texas A&M University to bear on these issues within the BioCorridor area.

### **4.2 Membership and Terms.**

#### **A. Number, Appointment.**

A BioCorridor Board is hereby created to consist of seven (7) members as follows:

1. Appointment of three (3) members shall be made by the College Station City Council. Two (2) of these appointments shall be members of the City of College Station's Planning and Zoning Commission. One (1) appointment shall be a member of the College Station City Council.
2. Appointment of three (3) members shall be made by the Bryan City Council. Two (2) of these appointments shall be members of the City of Bryan's Planning and Zoning Commission. One (1) appointment shall be a member of the Bryan City Council.
3. Appointment of one (1) member shall be made by the President of Texas A&M University or his designee. This appointment shall be an employee of Texas A&M University in College Station.

#### **B. Terms.**

1. Terms of members of the BioCorridor Board shall be for two (2) years or until their successors are appointed.
2. Should a BioCorridor Board member no longer qualify for his or her position, that member's term shall be ended immediately upon such qualifying event. For example, if an appointed Planning and Zoning Commissioner is no longer a Commissioner for the City.

#### **C. Vacancies.**

Vacancies shall be filled by the governing entity/person responsible for the appointment.

### **4.3 Officers, Meetings, Quorum.**

#### **A. Officers.**

A Chairperson and a Vice-Chairperson shall be selected every two years from among its members. The Chairperson and Vice-Chairperson shall be municipal representatives and shall not be appointees from the same municipality. The Vice-Chairperson may act as Chairperson when the Chairperson is not available.

#### **B. Meetings.**

Members of the BioCorridor Board shall meet as needed and the Chairperson shall designate the time and place of such meetings. All meetings of the Board where a quorum is present shall be open to the public. The BioCorridor Board shall comply with the Open Meetings Act.

#### **C. Quorum.**

Four (4) members shall constitute a quorum for the transaction of any business. Any recommendations advanced to a different regulatory entity without a majority of positive votes from those members present shall be deemed a negative recommendation.

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**D. Rules of Proceeding.**

The BioCorridor Board may adopt its own rules of procedure consistent with this Ordinance.

**E. Minutes.**

The BioCorridor Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services office of the City of Bryan and shall be a public record. A copy of all such records shall be delivered to the Planning and Development Services office of the City of College Station by the City of Bryan within ten (10) working days of filing.

**4.4 Powers and Duties.**

The BioCorridor Board shall have the following powers and duties:

**A. Recommendations.**

1. The BioCorridor Board shall review and make recommendations to the City's Planning and Zoning Commission regarding Waivers of the standards in the Subdivision Design and Improvements article of the BioCorridor Planned Development District ordinance.
2. The BioCorridor Board shall review and make recommendations to the City's Planning and Zoning Commission regarding amendments to the BioCorridor Planned Development District ordinance.

**B. Final Action.**

The BioCorridor Board shall hear and take final action on the following:

1. Special District Identification Signs as set forth in the BioCorridor Planned Development District ordinance;
2. Temporary signs promoting positive communications as set forth in the BioCorridor Planned Development District ordinance;
3. Works of art and their locations when located in public right-of-way or other public area as set forth in the BioCorridor Planned Development District ordinance;
4. Appeal of the BioCorridor Review Committee's determination regarding applicability of plat requirements;
5. Appeal of the BioCorridor Review Committee's denial of a site plan as set forth in the Site Plan Review section of the BioCorridor Planned Development District ordinance;
6. Waivers to the dimensional requirements and number of parking spaces required in the Off-Street Parking Requirements section of the BioCorridor Planned Development District ordinance;
7. Appeal of the BioCorridor Review Committee's denial of an alternative parking plan;
8. Alternative Highway Buffers Standards as allowed in the BioCorridor Planned Development District ordinance; and
9. Appeal of the terms of the Highway Buffer Standards as set forth in the BioCorridor Planned Development District ordinance.

**March 10, 2022**  
**Item No. 7.9.**  
**Ordinance Extending Mayoral Disaster Declaration**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

**Relationship to Strategic Goals:**

Good governance

**Recommendation(s):** Staff recommends that Council adopt the ordinance.

**Summary:** On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.



On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the Mayor's February 7, 2022, Disaster Declaration Renewal.

On March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, and February 7, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

**Budget & Financial Summary: N/A**

**Attachments:**

1. March 10 Disaster Declaration Renewal Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, and July 22, 2020; and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020 and August 21, 2020; and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020; and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, and July 2, 2021; and

**WHEREAS**, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, and August 6, 2021; and

**WHEREAS**, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021; and

**WHEREAS**, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

**WHEREAS**, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

**WHEREAS**, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

**WHEREAS**, on January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the January 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022; and

**WHEREAS**, on February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the February 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 and February 7, 2022; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF COLLEGE STATION:**

1. That the state of disaster renewal proclaimed by the Mayor on March 7, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 10<sup>th</sup> day of March, 2022.

**PASSED AND ADOPTED, this 10<sup>th</sup> day of March, 2022.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**



**EXHIBIT A**

**DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON MARCH 7, 2022**



## **DECLARATION OF DISASTER RENEWAL**

**WHEREAS**, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

**WHEREAS**, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

**WHEREAS**, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

**WHEREAS**, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

**WHEREAS**, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

**WHEREAS**, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

**WHEREAS**, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

**WHEREAS**, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

**WHEREAS**, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

**WHEREAS**, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

**WHEREAS**, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

**WHEREAS**, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; and July 22, 2020, and

**WHEREAS**, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, and August 21, 2020, and

**WHEREAS**, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, and September 21, 2020, and

**WHEREAS**, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

**WHEREAS**, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and November 20, 2020, and

**WHEREAS**, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

**WHEREAS**, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, and December 7, 2020, and

**WHEREAS**, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

**WHEREAS**, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

**WHEREAS**, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

**WHEREAS**, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

**WHEREAS**, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

**WHEREAS**, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, and June 7, 2021; and

**WHEREAS**, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021; and

**WHEREAS**, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, And August 6, 2021; and

**WHEREAS**, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, and September 6, 2021; and

**WHEREAS**, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

**WHEREAS**, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

**WHEREAS**, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

**WHEREAS**, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 and

**WHEREAS**, on January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the January 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022 and

**WHEREAS**, on February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the February 7, 2022, Disaster Declaration Renewal; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**WHEREAS**, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

**WHEREAS**, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:**

1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, and February 7, 2022 are renewed, until terminated by the College Station City Council.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on March 7, 2022.

**DECLARED this 7<sup>th</sup> day of March, 2022.**

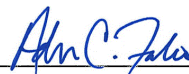
**APPROVED:**

  
\_\_\_\_\_  
**Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**City Secretary**

**APPROVED:**

  
\_\_\_\_\_  
**City Attorney**



**March 10, 2022**

**Item No. 8.1.**

**1531 & 1533 Pine Ridge Drive – Public Utility Easement Abandonment**

**Sponsor:** Parker Mathews

**Reviewed By CBC:** N/A

**Agenda Caption:**Public Hearing, presentation, discussion, and possible action on approving an ordinance vacating and abandoning a 0.0604 acre portion of two 10-foot Public Utility Easements, said portion is centered along the shared property lines of 1531 & 1533 Pine Ridge Drive in the Parkway Plaza subdivision Phases 4 & 5, according to the plats recorded in Volume 372, Page 751 & Volume 373, Page 749, of the Deed Records of Brazos County, Texas.

**Relationship to Strategic Goals:**

- Core Services & Infrastructure
- Diverse & Growing Economy

**Recommendation(s):** Staff recommends approval of the abandonment.

**Summary:** The public utility easement abandonment is being requested by the applicant as a result of a desired change in the lot layout in this area. This originally platted easement is no longer needed in this location because the utilities have been relocated and the applicant desires to construct a building across the shared lot line.

The 0.0604 acre public utility easement is 20' wide, centered between lots 1531 & 1533 Pine Ridge Drive.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.0604 ACRE PORTION OF TWO 10-FOOT WIDE PUBLIC UTILITY EASEMENTS, SAID PORTION IS CENTERED ALONG THE SHARED PROPERTY LINE OF 1531 AND 1533 PINE RIDGE DRIVE, OF THE PARKWAY PLAZA SUBDIVISION PHASES 4 & 5, ACCORDING TO THE PLAT RECORDED IN VOLUME 372, PAGE 751 & VOLUME 373, PAGE 749 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.**

**WHEREAS**, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.0604 portion of two 10-foot wide Public Utility Easements, said portion is centered along the shared property line of 1531 & 1533 Pine Ridge Drive, of the Parkway Plaza Subdivision Phases 4 & 5, according to the plat recorded in Volume 372, Page 751 & Volume 373, Page 749, of the Deed Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

**WHEREAS**, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

**PART 2:** That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

**PASSED, ADOPTED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**APPROVED:**

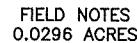
\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

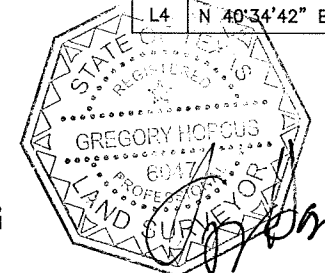
\_\_\_\_\_  
**City Attorney**

Scale:  
1"=30'

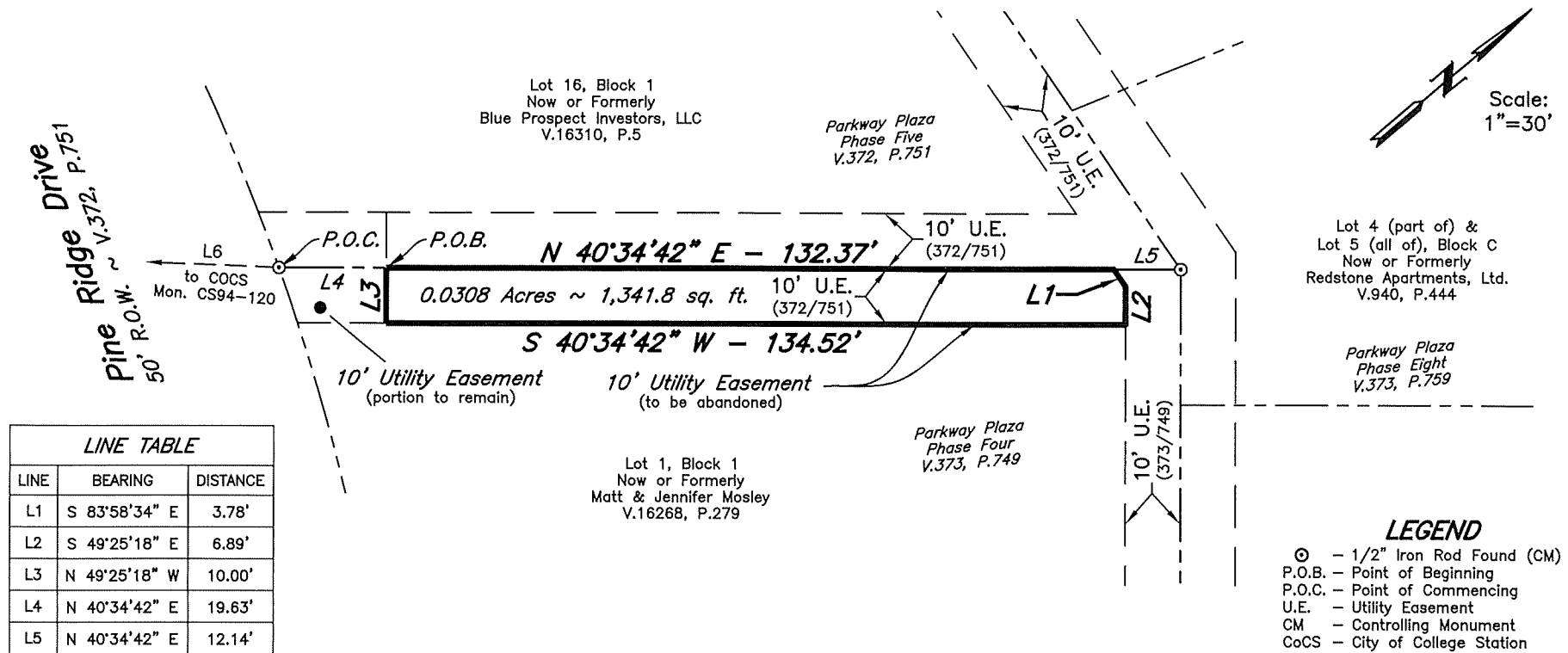


ORIGIN OF BEARING SYSTEM:  
The bearing system is Grid North, Texas  
State Plane Coordinate System, Central Zone,  
NAD83.

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 49°25'18" W | 10.00'   |
| L2         | S 83°58'34" E | 12.14'   |
| L3         | N 40°34'42" E | 19.63'   |
| L4         | N 40°34'42" E | 12.14'   |



# EXHIBIT "A"



| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 83°58'34" E | 3.78'    |
| L2         | S 49°25'18" E | 6.89'    |
| L3         | N 49°25'18" W | 10.00'   |
| L4         | N 40°34'42" E | 19.63'   |
| L5         | N 40°34'42" E | 12.14'   |

FIELD NOTES  
0.0308 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being part of Lot 1, Block 1, PARKWAY PLAZA, PHASE FOUR according to the Final Plat recorded in Volume 373, Page 749 of the Brazos County Deed Records (B.C.D.R.) being part of the same tract of land described in the deed from Dacong Zhang and spouse, Biao Zhang and Daying Zhang and spouse, Michael Collins to Matt Slade Mosley and spouse, Jennifer Lesley Walter Mosley recorded in Volume 16268, Page 279 of the Official Records of Brazos County, Texas (O.R.B.C.), said tract and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of said Lot 1 and the southeast corner of Lot 16, Block 1, PARKWAY PLAZA, PHASE FIVE according to the Final Plat recorded in Volume 372, Page 751 (B.C.D.R.) and being in the northeast right-of-way line of Pine Ridge Drive (based on a 50-foot width);

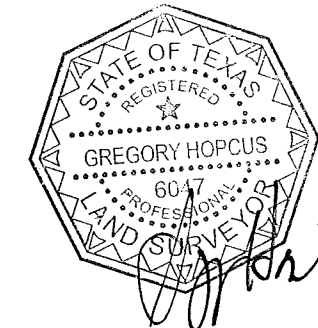
THENCE: N 40°34'42" E along the common line of said Lots 1 and 16 for a distance of 19.63 feet to a point for the southwest corner of this parcel and the POINT OF BEGINNING;

THENCE: N 40°34'42" E continue along said common line for a distance of 132.37 feet to a point for the northwest corner of this parcel, from whence a found 1/2-inch iron rod marking the north corner of said Lot 1 bears N 40°34'42" E at a distance of 12.14 for reference;

THENCE: into the interior of said Lot 1 for the following four (4) calls:

- 1) S 83°58'34" E for a distance of 3.78 feet to a point for angle,
- 2) S 49°25'18" E for a distance of 6.89 feet to a point for the northeast corner of this herein described parcel,
- 3) S 40°34'42" W for a distance of 134.52 feet to a point for the southeast corner of this parcel, and
- 4) N 49°25'18" W for a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.0308 acres (1,341.8 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March, 2021.



ORIGIN OF BEARING SYSTEM:  
The bearing system is Texas State Plane Coordinate System, Central Zone, NAD83.

| TIE TO CoCS MON. 120 |               |          |
|----------------------|---------------|----------|
| LINE                 | BEARING       | DISTANCE |
| L6                   | S 42°43'46" W | 2433.43' |

# VICINITY MAP

NORTH

1531 & 1533 PINE RIDGE DRIVE

0 0.05 0.1 0.2 Miles



# LOCATION MAP

NORTH

EASEMENT TO BE ABANDONED  
1289.3 SQ. FT.

EASEMENT TO BE ABANDONED  
1341.8 SQ. FT.

PINE RIDGE DRIVE

BARTHELOW DRIVE

BRENTWOOD DRIVE

0 20 40 80 Feet

**FOR OFFICE USE ONLY**

CASE NO.: \_\_\_\_\_  
 DATE SUBMITTED: \_\_\_\_\_  
 TIME: \_\_\_\_\_  
 STAFF: \_\_\_\_\_

## ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

**MINIMUM SUBMITTAL REQUIREMENTS:**

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

**LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):**

Lot 16, Block 1, Parkway Plaza Phase 5 and Lot 1, Block 1, Parkway Plaza Phase 4  
1531 & 1533 Pine Ridge Drive

**APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):**

Name Greg Hopcus E-mail gregh@mcclurebrowne.com  
 Street Address 1008 Woodcreek Drive  
 City College Station State TX Zip Code 77845  
 Phone Number 979-693-3838 Fax Number \_\_\_\_\_

**PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):**

Name Pine Nuts Partners, LLC E-mail robert@crowleyconstruction.c  
 Street Address: 543 William D. Fitch, Suite 115  
 City College Station State TX Zip Code 77845  
 Phone Number 979-777-0285 Fax Number \_\_\_\_\_

*The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.*

7 by Manager  
 Signature and title

3/30/21  
 Date



**TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:**

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name Same Owner E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

None

Name Same Owner E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

None

Name Same Owner E-mail \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Reason consent was not obtained: \_\_\_\_\_

If objecting, points of objection:

None

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

Utilities will be relocated.

8. That there is no current public need or use for the easement or right-of-way because:

Utilities will be relocated.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

Utilities will be relocated.

10. That all public utilities have access to serve current and future customers because:

Utilities will be relocated.

11. Such public right-of-way/easement has been and is being used as follows:

Overhead electrical.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Manager  
Signature and title

3/30/21  
Date

STATE OF TEXAS

§  
§  
§

ACKNOWLEDGEMENT

COUNTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this

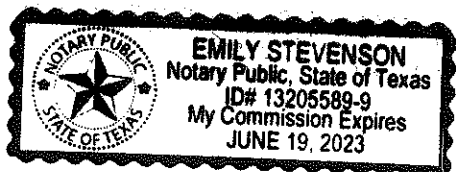
30th

day of

March

2021  
2009 by

Robert Crowley



Emily Stevenson  
Notary Public in and for  
the State of Texas

Application for Abandonment of  
a Public Right-of-Way/Easement

Location: 1531 & 1533 Pine Ridge Drive

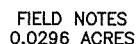
**EXHIBIT NO. 1**

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

---

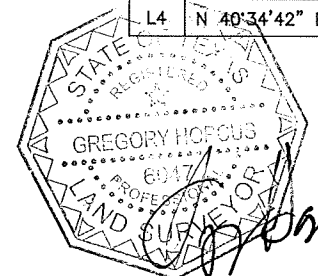
Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

Scale:  
1"=30'

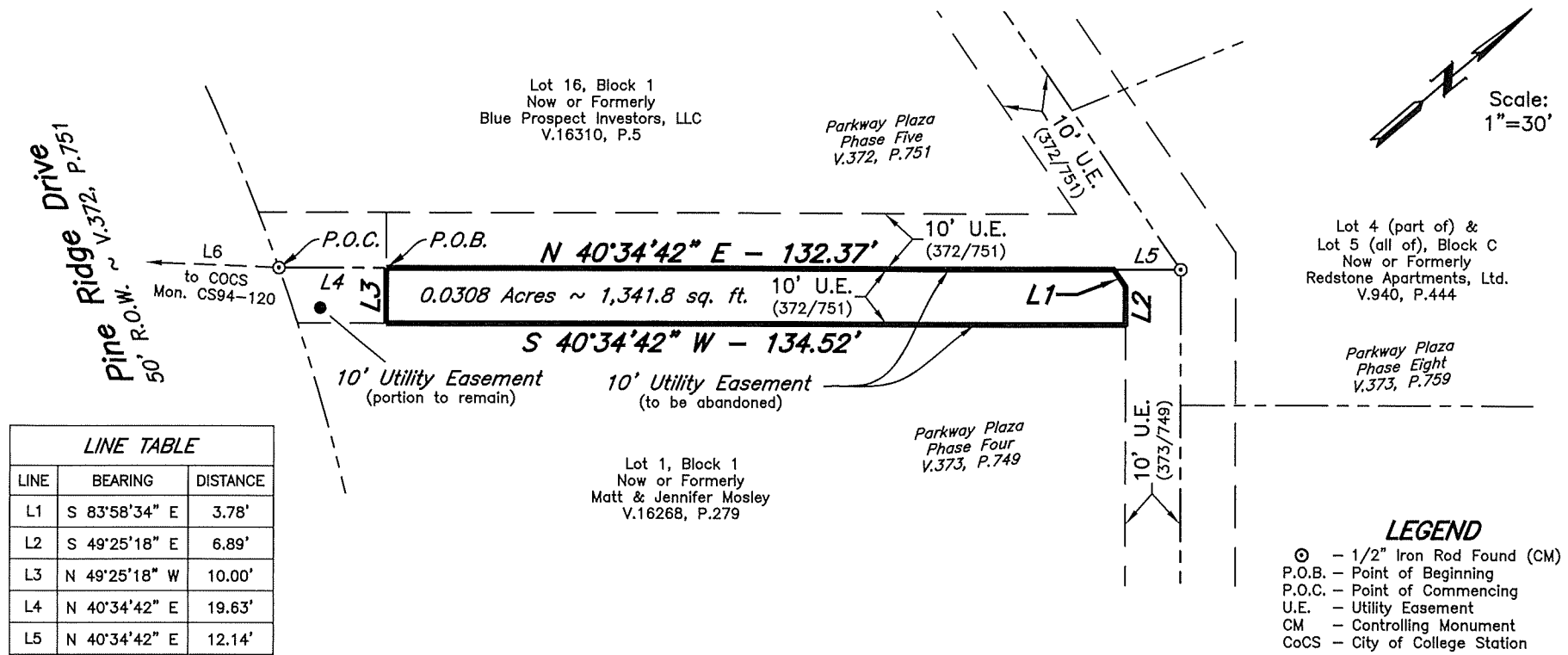


ORIGIN OF BEARING SYSTEM:  
The bearing system is Grid North, Texas  
State Plane Coordinate System, Central Zone,  
NAD83.

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 49°25'18" W | 10.00'   |
| L2         | S 83°58'34" E | 12.14'   |
| L3         | N 40°34'42" E | 19.63'   |
| L4         | N 40°34'42" E | 12.14'   |



# EXHIBIT "A"



FIELD NOTES  
0.0308 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being part of Lot 1, Block 1, PARKWAY PLAZA, PHASE FOUR according to the Final Plat recorded in Volume 373, Page 749 of the Brazos County Deed Records (B.C.D.R.) being part of the same tract of land described in the deed from Dacong Zhang and spouse, Biao Zhang and Daying Zhang and spouse, Michael Collins to Matt Slade Mosley and spouse, Jennifer Lesley Walter Mosley recorded in Volume 16268, Page 279 of the Official Records of Brazos County, Texas (O.R.B.C.), said tract and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the southwest corner of said Lot 1 and the southeast corner of Lot 16, Block 1, PARKWAY PLAZA, PHASE FIVE according to the Final Plat recorded in Volume 372, Page 751 (B.C.D.R.) and being in the northeast right-of-way line of Pine Ridge Drive (based on a 50-foot width);

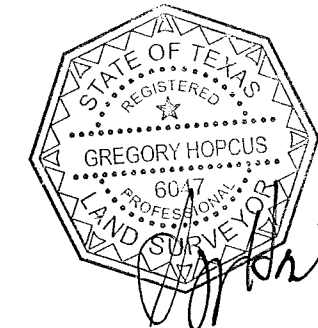
THENCE: N 40°34'42" E along the common line of said Lots 1 and 16 for a distance of 19.63 feet to a point for the southwest corner of this parcel and the POINT OF BEGINNING;

THENCE: N 40°34'42" E continue along said common line for a distance of 132.37 feet to a point for the northwest corner of this parcel, from whence a found 1/2-inch iron rod marking the north corner of said Lot 1 bears N 40°34'42" E at a distance of 12.14 for reference;

THENCE: into the interior of said Lot 1 for the following four (4) calls:

- 1) S 83°58'34" E for a distance of 3.78 feet to a point for angle,
- 2) S 49°25'18" E for a distance of 6.89 feet to a point for the northeast corner of this herein described parcel,
- 3) S 40°34'42" W for a distance of 134.52 feet to a point for the southeast corner of this parcel, and
- 4) N 49°25'18" W for a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.0308 acres (1,341.8 square feet) of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March, 2021.



ORIGIN OF BEARING SYSTEM:  
The bearing system is Texas State Plane Coordinate System, Central Zone, NAD83.

| TIE TO CoCS MON. 120 |               |          |
|----------------------|---------------|----------|
| LINE                 | BEARING       | DISTANCE |
| L6                   | S 42°43'46" W | 2433.43' |

Application for Abandonment of  
a Public Right-of-Way/Easement

Location: 1531 & 1533 Pine Ridge Drive

**EXHIBIT NO. 2**

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



ANDERSON RIDGE CORP. 14.54 ACRE TRACT  
(NOT PLATTED)

PARKWAY PLAZA  
PHASE TWO

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS  
COUNTY OF BRAZOS

I (we) **SPEARMAN, SEARS, & MURPHY, INC.**  
owner(s) and developer(s) of the land shown on this plat, and designated herein as the

**PARKWAY PLAZA - PHASE FOUR**  
Subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicates to the use of the public forever all streets, alleys, paths, easements and public places thereon shown for the purpose and consideration therein expressed.

BY: **FRANK MURPHY**

*Frank Murphy*  
Owner(s)

STATE OF TEXAS  
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this **3RD** day of **FEBRUARY**, 19**77**.



*Mark R. Paulson*  
Notary Public, Brazos County, Texas

CERTIFICATE BY THE COUNTY CLERK:

STATE OF TEXAS  
COUNTY OF BRAZOS

I, **FRANK BORISKIE**, County Clerk

in and for the said County, do hereby certify that this plat together with its certificate of authentication was filed for record in my office the **5** day of **MARCH**, 19**77**, in the Deed Records of Brazos County, Volume **373**, Page **269**.

*Frank Boriskie*  
County Clerk, Brazos County, Texas

APPROVAL OF PLANNING AND ZONING COMMISSION

I, **C.C. MATHEWSON**, Chairman of the Planning and

Zoning Commission of the City of College Station, Texas, hereby certify that the plat was duly approved by the Commission of the **10th** day of **FEBRUARY**, 19**77**.

ATTEST:  
*Violetta Burke*  
Secretary VIOLETTA BURKE

*C.C. Mathewson*  
Chairman

APPROVAL OF CITY COUNCIL

I, **LORENCE L. BRAVENEC**, Mayor of the City of College Station, Texas, hereby certify that the plat was duly approved by the City Council on the **17th** day of **FEBRUARY**, 19**77**.

ATTEST:

Secretary

CERTIFICATE OF CITY ENGINEER

I, **ELREY B. ASH II**, City Engineer of the City of College Station, Texas, hereby certify that this subdivision plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

*Elrey B. Ash II*  
City Engineer  
City of College Station, Texas

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS  
COUNTY OF BRAZOS

I, **JERRY BISHOP**, Registered Public Surveyor

(Engineer), No. **37426**, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property, and that property markers and monuments were placed under my supervision on the ground.

*Jerry Bishop*



| CURVE DATA    |           |         |         |         |
|---------------|-----------|---------|---------|---------|
| CENTRAL       | RAD.      | TAN.    | CHD.    | ARC     |
| A 05° 24' 23" | 1058.993' | 50.00'  | 99.99'  | 99.93'  |
| B 44° 36' 02" | 450.82'   | 184.82' | 342.01' | 350.80' |
| C 39° 10' 38" | 421.51'   | 150.00' | 282.64' | 288.22' |
| D 17° 09' 43" | 662.71'   | 100.00' | 197.76' | 198.50' |
| E 37° 38' 27" | 475.05'   | 161.91' | 306.51' | 312.09' |
| F 43° 12' 50" | 378.72'   | 150.00' | 278.92' | 285.64' |

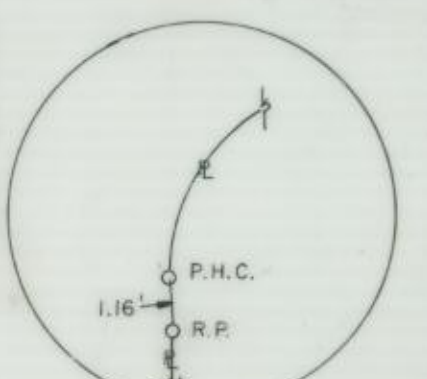
IMPORTANT NOTE

DIRECT ACCESS TO ANDERSON STREET SHALL BE HEREBY PROHIBITED TO THE FOLLOWING LOTS:

- BLOCK 2 - LOTS 5, 6, 11, 12, & 15
- BLOCK 3 - LOTS 1, 2, 3, 4, & 5
- BLOCK 4 - LOT 1

GENERAL NOTES:

- 1) ALL DISTANCES SHOWN ON CURVES ARE CHORDS.
- 2) IRON RODS SET AT ALL PROPERTY CORNERS.



DETAIL  
N.T.S.

FINAL PLAT

PARKWAY PLAZA  
PHASE FOUR  
16.876 ACRES

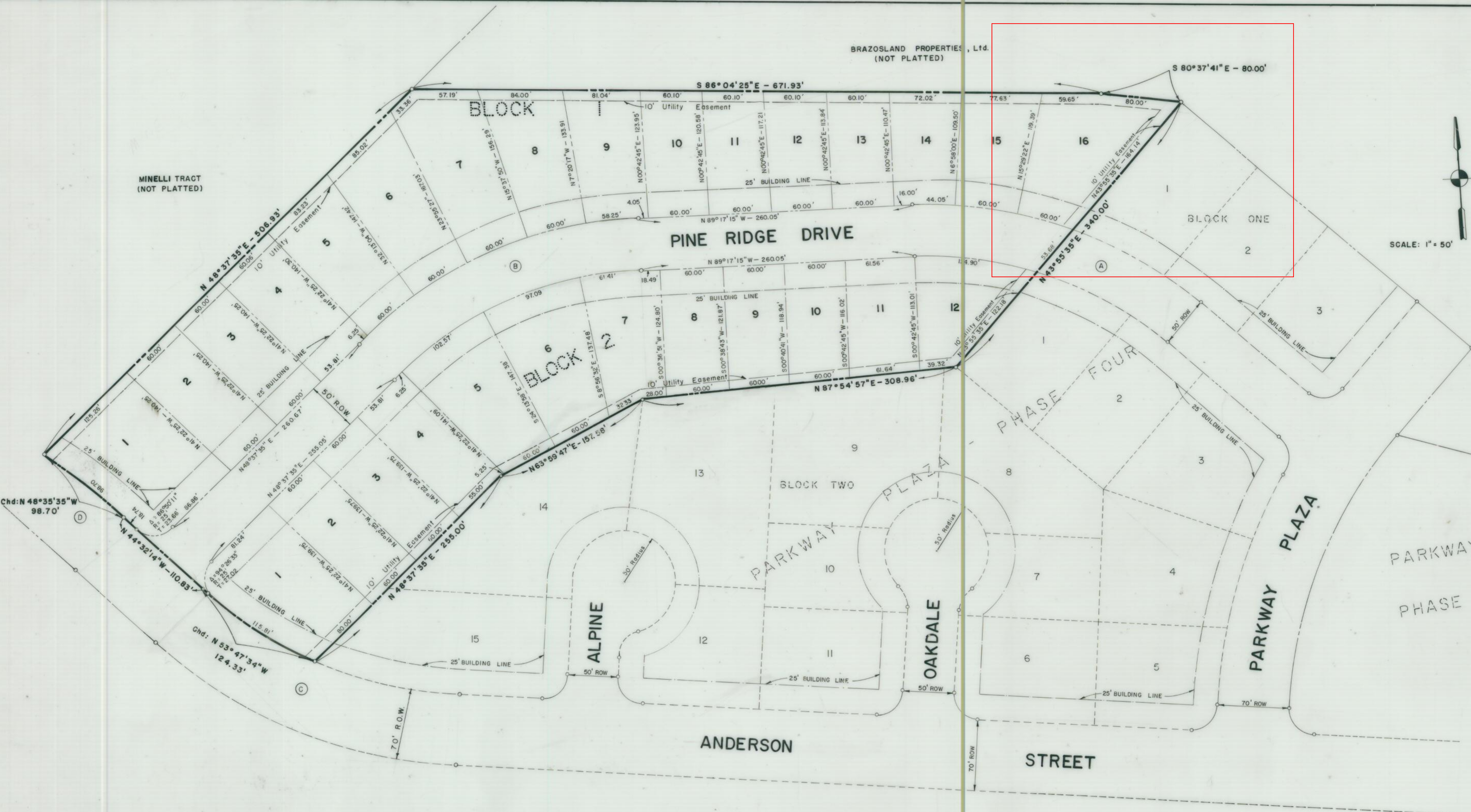
COLLEGE STATION, TEXAS

SCALE: 1" = 50'

JANUARY, 1977

PREPARED BY: JERRY BISHOP & ASSOCIATES, INC.  
1804 WELCH BLVD.  
COLLEGE STATION, TEXAS





| CURVE DATA |               |         |        |        |
|------------|---------------|---------|--------|--------|
|            | CENTRAL ANGLE | RAD.    | TAN.   | CHD.   |
| A          | 43° 12' 50"   | 378.723 | 150.00 | 278.92 |
| B          | 42° 05' 10"   | 389.887 | 150.00 | 279.99 |
| C          | 39° 10' 38"   | 421.51  | 150.00 | 282.64 |
| D          | 17° 09' 43"   | 662.71  | 100.00 | 197.76 |



CERTIFICATE OF OWNERSHIP AND DEDICATION  
STATE OF TEXAS  
COUNTY OF BRAZOS  
I, **SPEARMAN, SEARS, MURPHY, INC.**  
owner(s) and developer(s) of the land shown on this plat, and designated herein as the  
Subdivision to  
City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby  
dedicate to the use of the public forever all streets, alleys, parks, easements and public  
as thereon shown for the purpose and consideration therein expressed.  
BY: **FRANK MURPHY**  
Owner(s)

STATE OF TEXAS  
COUNTY OF BRAZOS  
Before me, the undersigned authority, on this day personally appeared  
**FRANK MURPHY**  
known to me to be the person (s) whose name (s) is/are subscribed to the foregoing  
instrument, and acknowledged to me that he/they executed the same for the purpose  
and consideration therein stated.  
Given under my hand and seal on this **3rd** day of **FEBRUARY**  
19 **77**.



CERTIFICATE BY THE COUNTY CLERK  
STATE OF TEXAS  
COUNTY OF BRAZOS  
I, **FRANK BORISKIE** County Clerk,  
in and for the said County, do hereby certify that this plat together with its certificate  
of authentication was filed for record in my office the **3rd** day of **MAY**  
19 **77**, in the Deed Records of Brazos County, Volume **322**, Page **251**  
*Frank Boriskie*  
County Clerk, Brazos County, Texas

APPROVAL OF PLANNING AND ZONING COMMISSION  
I, **C. C. MATHEWSON** Chairman of the Planning and  
Zoning Commission of the City of College Station, hereby certify that the plat was duly  
approved by the Commission of the **10th** day of **FEBRUARY**  
19 **77**.  
ATTEST:  
*Violetta Burke*  
Secretary  
**VIOLETTA BURKE**

CERTIFICATE OF CITY ENGINEER  
I, **ELREY B. ASH II** City Engineer of the City  
of College Station, Texas, hereby certify that this subdivision plat conforms to the  
requirements of the Subdivision Regulations of the City of College Station.  
*Elrey B. Ash II*  
City Engineer  
City of College Station, Texas

APPROVAL OF CITY COUNCIL  
I, **LORENCE BRAVENEC** Mayor of the  
City of College Station, Texas,  
do hereby certify that the plat was duly approved by the City Council  
on the **17th** day  
of **FEBRUARY**, 19 **77**.  
ATTEST:  
*Loren Bravenec*  
Mayor

CERTIFICATE OF SURVEYOR AND/OR ENGINEER  
STATE OF TEXAS  
COUNTY OF BRAZOS  
I, **JERRY BISHOP** Registered Public Surveyor  
(Engineer, No. **37426**), in the State of Texas, hereby certify that this plat is  
true and correct and was prepared from an actual survey of the property, and that  
property markers and monuments were placed under my supervision on the ground.  
*Jerry Bishop*



IMPORTANT NOTE:  
ACCESS TO LOT 1, BLOCK 1, AND TO LOT 1, BLOCK 2  
SHALL BE RESTRICTED TO PINE RIDGE DRIVE. THERE  
SHALL BE NO DIRECT ACCESS TO ANDERSON STREET.  
1) IRON RODS SET AT ALL PROPERTY CORNERS.  
2) ALL DISTANCES SHOWN ON CURVES ARE CHORD  
DISTANCES.

124924  
FILED  
MAY 8 1977  
FRANK BORISKIE  
County Clerk, Brazos County, Texas  
*By Loren Bravenec*

FINAL PLAT

PARKWAY PLAZA  
PHASE FIVE  
CRAWFORD BURNETT LEAGUE  
COLLEGE STATION, TEXAS  
7.065 ACRES  
SCALE: 1"=50'  
JANUARY, 1977

PREPARED BY: JERRY BISHOP & ASSOCIATES, INC.  
1804 WELCH BLVD.  
COLLEGE STATION, TEXAS



Application for Abandonment of  
a Public Right-of-Way/Easement

Location: 1531 & 1533 Pine Ridge Drive

**EXHIBIT NO. 3**

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By:   
Title: Project Specialist

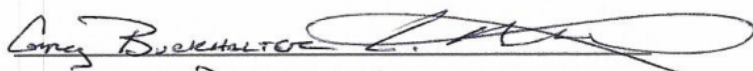
VERIZON TELEPHONE COMPANY

By: Kevin Moseley  
Title: Manager, OSP ENG

SUDDENLINK COMMUNICATIONS

By:   
Title: SUPERVISOR OPS. 12.7.21

BRYAN TEXAS UTILITIES

By:   
Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: 1531 & 1533 Pine Ridge Drive

**EXHIBIT NO.4**

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

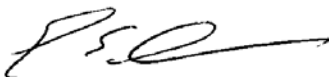
City Engineer  
City of College Station

X 

Building Official  
City of College Station

X 

Zoning Official  
City of College Station

X 

Fire Marshal  
City of College Station

X 

Electric Department  
City of College Station

X 

Water Services Department  
City of College Station

X 

Public Works Director  
City of College Station

Application for Abandonment of  
a Public Right-of-Way/Easement

Location: 1531 & 1533 Pine Ridge Drive

**EXHIBIT NO. 5**

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**March 10, 2022**

**Item No. 8.2.**

**Public Hearing, presentation, discussion, and possible action on Budget Amendment 2 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$6,943,000.**

**Sponsor:** Michael DeHaven, Assistant Director of Fiscal Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action on Budget Amendment 2 amending Ordinance No. 2021-4286 which will amend the budget for the 2021-2022 Fiscal Year in the amount of \$6,943,000.

**Relationship to Strategic Goals:**

Good Governance

Financially Sustainable City

Core Services and Infrastructure

**Recommendation(s):** Staff recommends the City Council approve Budget Amendment #2.

**Summary:** The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover expenditures and after holding a public hearing on such budget amendment. The proposed budget amendment is to increase the FY22 budget appropriations by \$6,943,000 for increases in the cost of FY22 Police vehicles, the addition of two vehicles for the Electric Underground Crew, and the advance purchase of the FY23 scheduled vehicle replacements and Police ammunition. Attached is a summary with a complete description of the items included on the proposed budget amendment. This amendment also includes interfund transfers totaling \$6,407,000 that have no overall budget impact.

**Budget & Financial Summary:** The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and a description of the interfund transfers. If approved, the net revised budget appropriations will be \$375,228,841.

**Attachments:**

1. FY22 Budget Amendment #2 Ordinance
2. FY22 BA#2 Detail Listing

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE (BUDGET AMENDMENT #2) AMENDING ORDINANCE NO. 2021-4286 WHICH WILL AMEND THE BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, on August 12, 2021, the City Council of the City of College Station, Texas, adopted Ordinance No. 2021-4286 approving its Budget for the 2021-2022 Fiscal Year: and

**WHEREAS**, on January 27, 2022, the City Council of the City of College Station, Texas, adopted Ordinance No. 2022-4328, budget amendment #1: and

**WHEREAS** this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** That Ordinance No. 2021-4286 is hereby amended by amending the 2021-2022 Budget adopted thereto by a net amount of \$6,943,000 as further detailed in the proposed 2021–2022 year-end estimates incorporated herein for funds and purposes.

**PART 2:** That this Budget Amendment #2 shall be attached to and made a part of the 2021-2022 Budget.

**PART 3:** That except as amended hereby, Ordinance No, 2021-4286 shall remain in effect in accordance with its terms.

**PART 4:** That this ordinance shall become effective immediately after passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

**APPROVED:**

\_\_\_\_\_  
City Attorney

## Exhibit A – FY22 Budget Amendment #2 Detail Listing

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**1. Budget Increase for Police Vehicles - \$245,000 (Budget Amendment)**

The FY22 Budget includes funding for the purchase of five vehicles. This amendment increases the budget by \$245,000 to cover the manufacturer increased cost of the Chevrolet Tahoe vehicles and the related equipment to outfit a Police car.

**2. Electric Underground Crew Vehicles Purchase - \$240,000 (Budget Amendment)**

Advanced purchase of two vehicles for an upcoming Electric underground crew. These vehicles are included on this Budget Amendment due to the long lead time to order and receive the required vehicles. Proposed personnel changes will be presented to Council via a later Budget Amendment.

**3. Advance Purchase of FY23 Replacement Vehicles - \$6,407,000 (Budget Amendment) and \$6,407,000 (Interfund Transfer)**

Due to supply chain disruptions in the automobile industry, the FY23 scheduled replacements is being accelerated. There are thirty-five vehicles and related equipment in the following departments/funds: Police, Fire, Public Works, Planning & Development, Parks & Recreation, Drainage, Fleet, Electric, Water, Wastewater, and Solid Waste. The scheduled replacements are covered by funds set aside in the Fleet Replacement Fund. A total interfund transfer from Fleet Replacement to the other funds totals \$6,407,000.

**4. Advance Purchase of FY23 Police Ammunition - \$51,000 (Budget Amendment)**

Ammunition shortages are attributed to pandemic-era supply chain disruptions and the surge in demand. This amendment will authorize the advance order of the scheduled FY23 order before a price increase.

**March 10, 2022**

**Item No. 11.1.**

**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

**Agenda Caption:** A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Bond Citizens Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, College Station History Committee, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**

None